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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)

Adobe Systems Incorporated,)	Case No. C08-0933 MMC
)	
Plaintiff,)	NOTICE AND MOTION FOR ENTRY OF
v.)	DEFAULT JUDGMENT;
)	DECLARATIONS AND EXHIBITS IN
Beverly Johnson, et al.,)	SUPPORT
)	
Defendants.)	Court: Hon. Maxine M. Chesney
)	Date: October 3, 2008
)	Time: 9:00 a.m.

TO THE COURT AND TO DEFENDANTS:

PLEASE TAKE NOTICE that on October 3, 2008, at 9:00 a.m., or as soon thereafter as the matter may be heard in the Courtroom of the Hon. Maxine M. Chesney, United States District Judge, located at Courtroom 7, 19th Floor of the United States District Courthouse, 450 Golden Gate Ave., San Francisco, California 94102, Plaintiff Adobe Systems Incorporated ("Adobe" or "Plaintiff") will, and hereby does, move the Court for entry of default judgment against Defendant Beverly Johnson ("Defendant") for statutory damages in the sum total of Two Hundred Fifty Thousand Dollars (\$250,000.00) and post-judgment interest calculated pursuant to 28 U.S.C. § 1961(a). Plaintiff also seeks entry of a permanent injunction prohibiting Defendant from further infringement of Plaintiff's copyrights and trademarks.

By this Notice of Motion and Motion for Default Judgment, the Memorandum of Points and Authorities attached thereto, and the Declarations of Christopher D. Johnson, Chris Stickle, and Nicole L. Drey, and exhibits attached thereto, Plaintiff requests that a default judgment be entered based on the following points:

1. Defendant is not an infant or incompetent person, or in the military service or otherwise exempted under the Soldier's and Sailor's Civil Relief Act of 1940;
2. Defendant has not appeared in the action;
3. This Notice and Motion for Default Judgment, along with all supporting papers is being served on Defendant on July 22, 2008, by placing true and correct copies thereof in sealed envelopes addressed to Defendant at the same address where service of process was completed.
4. Plaintiff elects statutory damages under the Lanham Act.
5. Plaintiff is entitled to judgment against Defendant based on violation of 15 U.S.C. §§ 1051 *et seq.*
6. The principal amount of the judgment sought as against Defendant is statutory damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), as set forth in the accompanying Memorandum of Points and Authorities, supporting declarations and exhibits, and as authorized by 15 U.S.C. §§ 1116-1117. Plaintiff also seeks post-judgment interest calculated at the statutory rate pursuant to 28 U.S.C. § 1961(a), and entry of a permanent injunction prohibiting Defendant from further infringing any of Plaintiff's trademarks or copyrights.
7. This motion is based on this Notice of Motion, Motion for Entry of Default Judgment and accompanying Memorandum of Points and Authorities, the Declarations, and exhibits attached thereto, the exhibits and evidence to be presented at the hearing hereon, the pleadings, records and papers on file herein and such other matters and evidence as may be presented at or before the hearing.

DATED: July 22, 2008

J. Andrew Coombs, A Professional Corp.


By: 
J. Andrew Coombs
Nicole L. Drey
Attorneys for Plaintiff Adobe Systems Incorporated

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INTRODUCTION AND STATEMENT OF FACTS

Defendant Beverly Johnson (“Defendant”) is involved in the manufacture, import, distribution and sale of illegitimate goods, including, but not limited to, computer software, infringing the copyrights and trademarks of Plaintiff Adobe Systems Incorporated (“Adobe” or “Plaintiff”). In flagrant disregard for the procedures of this Court, Defendant has failed to appear in response to valid and effective service of process upon him.

Defendant’s default has deprived Plaintiff of the ability to prove up a specific amount of actual damages. Accordingly, Plaintiff relies on the statutory damages provisions contained in the Lanham Act for trademark counterfeiting. Although Defendant’s conduct is such as to warrant imposition of damages for willful counterfeiting (of up to \$1,000,000 per trademark counterfeited), Plaintiff limits its request to \$50,000.00 for each of just five trademarks which it has attached additional evidence of infringement, Declaration of Christopher D. Johnson (“Johnson Decl.”) at ¶¶ 3-6; Declaration of Chris Stickle (“Stickle Decl.”) at ¶¶ 3-4.

Now, Plaintiff seeks judgment, including an award of statutory damages in the amount of \$250,000.00 pursuant to Section 1117(c) of the Lanham Act, post-judgment interest, and entry of a permanent injunction prohibiting Defendant and his representatives from further infringement of Plaintiff’s copyrights and trademarks.

A. Plaintiff Adobe Systems Incorporated

Adobe is a corporation duly organized and existing under the laws of the State of Delaware, having its principal place of business in San Jose, California.¹ Complaint (“Compl.”) at ¶ 7. Adobe is a global leader in developing and distributing innovative computer software. *Id.* at ¶ 2. Its products and services offer developers and enterprises tools for creating, managing, delivering and engaging with compelling content across multiple operating systems, devices and media. *Id.* The software industry is competitive, and Adobe undertakes great expense and risk in conceiving, developing, testing, manufacturing, marketing, and delivering its software products to consumers. *Id.* Software piracy, including piracy on eBay, undermines Adobe’s investment and creativity, and misleads and confuses consumers. *Id.*

The Adobe Software is copyrightable subject matter, and Adobe owns exclusive rights under the Copyright Act to reproduce and distribute to the public copies of the Adobe Software in

¹ As a result of Defendant’s default, the allegations of the Complaint are deemed admitted. *TeleVideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987) (factual allegations of the Complaint, except those relating to the amount of damages are taken as true). *See also* the supporting declarations of Christopher D. Johnson and Chris Stickle.

the United States including but not limited to such titles as Adobe *Acrobat*, *Creative Suite*, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. Id. at ¶ 8. A non-exhaustive list of Adobe's copyright registrations is attached to the Complaint as Exhibit A ("Adobe's Copyrights").

Products manufactured and sold by Adobe also bear Adobe's trademarks, including without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH, ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER and SHOCKWAVE trademarks (collectively "Adobe's Trademarks"). Compl. at ¶ 9. Adobe uses Adobe's Trademarks on computer software as indicia of Adobe's high quality products. Id. Each year Adobe expends significant resources to develop and maintain the considerable goodwill it enjoys in Adobe's Trademarks and in its reputation for high quality. Id.

All products described in the Complaint are sold with one or more of the Adobe Trademarks which are all valid, extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. Id. Adobe is the successor-in-interest to and exclusive owner in the United States of all copyrights, trademarks, trade dress and other proprietary in and to Adobe's Software including the following:

Trademark	Registration Number	Date of Registration
A	3032288	12/20/2005
A	2081343	07/22/1997
A	1998710	07/23/1996
A ADOBE	1901149	06/20/1995
ADOBE	3029061	12/13/2005
ADOBE	1988712	07/23/1996
ADOBE	1956216	02/13/1996
ADOBE	1475793	02/09/1988
ADOBE	1486895	05/03/1988
ADOBE PHOTOSHOP	1651380	07/23/1991
CREATIVE SUITE	3111341	07/04/2006
PHOTOSHOP	2920764	01/25/2005
PHOTOSHOP	1850242	08/16/1994

Adobe's Trademarks are incontestable as Adobe, or its predecessors in interest, has continuously used each of Adobe's Trademarks from the registration date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint. *Id.* at ¶ 10. As a result of advertising and sales, together with longstanding consumer acceptance, Adobe's Trademarks identify Adobe's products and authorized commercial distribution of these products. *Id.* at ¶ 11. Adobe's Trademarks have each acquired secondary meaning in the minds of consumers throughout the United States and the world. *Id.* Adobe's Copyrights and Adobe's Trademarks are collectively referred to herein as the "Adobe Properties".

B. Defendant's Infringing Activities

Defendant Beverly Johnson is an individual residing in Chicago, Illinois. Compl. at ¶ 12. Defendant sold counterfeit copies of Adobe Software ("Unauthorized Software Product"). *Id.* at ¶ 16; Johnson Decl. at ¶¶ 3-6; Stickle Decl. at ¶ 4. Defendant through her online identities, does business in California through sales and distribution of the Unauthorized Software Product in the State of California. Compl. at ¶ 12.

Adobe has not licensed Defendant to distribute its software, period. *Id.* at ¶ 15. Instead, Defendant uses images confusingly similar or identical to Adobe's Trademarks, to confuse consumers and aid in the promotion of their unauthorized products. *Id.* at ¶ 16. Defendant's use of Adobe's Trademarks includes importing, advertising, displaying, distributing, selling and/or offering to sell unauthorized copies of the Adobe Software. *Id.* Defendant's use began long after Adobe's adoption and use of Adobe's Trademarks, and after Adobe obtained its copyright and trademark registrations. *Id.* Neither Adobe nor any of its authorized agents have consented to Defendant's use of the Adobe Trademarks. *Id.*

Defendant's actions have confused and deceived the consuming public concerning the source and sponsorship of the unauthorized copies of the Adobe Software offered, sold and distributed by Defendant. Compl. at ¶ 18. By her wrongful conduct, Defendant has traded upon and diminished Adobe's goodwill. *Id.* Unless enjoined by this Court, Defendant will continue such unauthorized uses. *Id.* at ¶¶ 22, 28.

C. This Action

Plaintiff filed its Complaint on or about February 13, 2008. Plaintiff's Complaint alleges violation of 17 U.S.C. § 101, *et seq.* (copyright infringement) and violation of 15 U.S.C. § 1051, *et seq.* (trademark infringement).

Defendant was served with Summons and Complaint on or about February 24, 2008. Declaration of Nicole L. Drey ("Drey Decl.") at ¶ 2. The Clerk entered Defendant's default on April 15, 2008. Id. at ¶ 4. Despite Plaintiff's follow up efforts, Defendant has not filed a responsive pleading or otherwise appeared in this action. Id. at ¶ 5.

ARGUMENT

A. Default Judgment Is Properly Entered Against Defendant

In Eitel v. McCool, 782 F.2d 1470 (9th Cir. 1986), the Ninth Circuit outlined the following factors to determine whether to grant default judgment:

- (1) the substantive merits of plaintiff's complaint;
- (2) the complaint's sufficiency;
- (3) the amount of money at stake;
- (4) the possibility of prejudice to plaintiff if relief is denied;
- (5) the possibility of dispute as to any material facts;
- (6) whether default resulted from excusable neglect; and
- (7) the policy of the Federal Rules favoring decisions on the merits.

Id. at 1470-72.

Plaintiff meets each element.

1. Plaintiff's Complaint Sufficiently Charges Defendant with Trademark Counterfeiting

The first two Eitel factors, involving the substantive merits of the claim and the sufficiency of the complaint, require that Plaintiff's allegations "state a claim upon which [it] may recover." Kloeping v. Fireman's Fund, 1996 U.S. Dist. LEXIS 1786 at *5 (N.D. Cal. 1996), *citing* Danning v. Lavine, 572 F.2d 1386, 1388 (9th Cir. 1978). Upon a defendant's default, the factual allegations of the complaint, other than those relating to the amount of damages sustained, are deemed admitted. Fed. R. Civ. P. 8(b)(6); Geddes v. United Financial Group, 559 F.2d 557, 560 (9th Cir. 1977); Nishimatsu Construction Co., Ltd. v. Houston Nat'l Bank, 515 F.2d 1200, 1206 (5th Cir. 1975).

1 The complaint sufficiently pleads Plaintiff's claim for trademark counterfeiting pursuant to
 2 15 U.S.C. §§ 1051, *et seq.* Plaintiff owns registered trademarks and the Defendant distributed
 3 software bearing identical copies of its trademarks, all without Plaintiff's authorization. Compl. at
 4 ¶¶ 24-29; Johnson Decl. at ¶¶ 3-6, Exs. A-D; Stickle Decl. at ¶ 4. Defendant did so intentionally
 5 and her product was likely to cause confusion or mistake to the public regarding the affiliation,
 6 sponsorship, endorsement or approval of the unauthorized product. Compl. at ¶¶ 25-26. These
 7 allegations state claims for trademark counterfeiting upon which Plaintiff may recover.

8 To succeed on a claim under the Lanham Act, a plaintiff must establish that its mark is
 9 valid and has been infringed. 15 U.S.C. § 1114. Registration of a mark on the principal register is
 10 "prima facie evidence... of the registrant's ownership of the mark, and of the registrant's exclusive
 11 right to use the registered mark in commerce..." 15 U.S.C. § 1115(a); Vigil v. Walt Disney Co.,
 12 1995 U.S. Dist. LEXIS 15560, at *5 (N.D. Cal. Oct. 16, 1995); Levi Strauss & Co. v. Blue Bell,
 13 Inc., 778 F.2d 1352, 1354 (9th Cir. 1985) (registration by the trademark holder constitutes *prima*
 14 *facie* evidence of a protected interest with respect to the good specified in the registration).
 15 Relevant registrations and their present validity and effectiveness are alleged in the Complaint and
 16 herein. Compl. at ¶¶ 9-11; Stickle Decl. at ¶ 3, Ex. E; Drey Decl. at ¶ 9.

17 The test for infringement of a federally registered trademark under the Trademark Act of
 18 1946 ("Lanham Act") is whether the alleged infringing act creates a likelihood of confusion. Two
 19 Pesos, Inc. v. Taco Cabana, Inc., 505 U.S. 763, 769 (1992); Academy of Motion Picture Arts &
 20 Sciences v. Creative House Promotions, Inc., 944 F.2d 1446, 1454-55 (9th Cir. 1991). In
 21 determining likelihood of confusion, the Ninth Circuit has adopted the Sleekcraft test, balancing
 22 the following factors: (1) strength of the mark; (2) proximity of the goods; (3) similarity of the
 23 marks; (4) evidence of actual confusion; (5) marketing channels used; (6) type of goods and degree
 24 of care consumers are likely to exercise in purchasing them; (7) intent of the defendant in selecting
 25 the mark; and (8) likelihood that the parties will expand their product lines. AMF, Inc. v.
 26 Sleekcraft Boats, 599 F.2d 341, 348-54 (9th Cir. 1979). In addition, when the alleged infringer
 27 knowingly adopts a mark similar to another's, some courts presume that the public will be
 28

1 deceived. M2 Software, Inc. v. Madacy Entm't, 421 F.3d 1073, 1085 (9th Cir. 2005). These
2 factors all demonstrate Defendant's infringement of Adobe's Trademarks:

3 1. Strength of the Trademark: Plaintiff's trademarks are exceptionally strong as they
4 identify Plaintiff's high quality products such that they have acquired secondary and distinctive
5 meaning in the minds of consumers throughout the world as a direct result of Plaintiff's
6 longstanding use, sales, advertising and marketing. Compl. at ¶¶ 9-11.

7 2. Proximity of goods: The likelihood of confusion is heightened where as here, the
8 goods at issue are "related or complementary." M2 Software, Inc., 421 F.3d at 1082. Plaintiff has
9 alleged that it lawfully advertises and sells products, including computer software and related
10 merchandise, and that Defendant has, with actual and constructive notice of Plaintiff's federal
11 registration rights, and long after Plaintiff established its rights in Adobe's Trademarks, adopted
12 and used Adobe's Trademarks in conjunction with the manufacture, purchase, distribution, offer of
13 sale and sale of computer software in the State of California and in interstate commerce. Compl. at
14 ¶¶ 1-30. Defendant's products include computer software – a class of goods for which Plaintiff
15 has numerous trademark registrations.

16 3. Similarity of the Marks: Defendant has sought to capitalize on Plaintiff's strong
17 marks by copying them with no variation from their authorized versions with the intent to palm off
18 such goods as those of Plaintiff. Defendant has caused to be imported, distributed, offered for sale
19 and sold computer software bearing one or more of Adobe's Trademarks without authorization.
20 Compl. at ¶¶ 15, 25.

21 4. Evidence of Actual Confusion: Purchases made by third-parties of Defendant's
22 unauthorized, counterfeit product evidences actual confusion as to their source and origin.
23 Johnson Decl. at ¶¶ 3-6.

24 5. Marketing Channels Used: Defendant used the Internet to sell her infringing goods
25 as "northernbj." Compl. at ¶ 12. Plaintiff uses the Internet as a channel through which to market
26 legitimate product – through company owned sites such as adobe.com and third party retailers, a
27 matter of which the Court can, if necessary, take judicial notice. Plaintiff also has an online
28

commercial presence, resulting in significant overlap in advertising markets, which increases the likelihood of confusion. M2 Software, Inc., 421 F.3d at 1083.

6. Type of Goods and Care Likely to be Exercised by the Purchaser: Defendant has duplicated Plaintiff's products so that consumers, especially those shopping online, cannot differentiate between illegal and legitimate products at the point of purchase and tend to believe that Defendant's computer software and related merchandise are authorized, sponsored, approved or associated with Plaintiff. Compl. at ¶ 25. Modern consumers, who are aware of the sensitivity of quality computer software look to Plaintiff's marks for assurance of Plaintiff's developed and maintained goodwill and reputation for high quality products. Id. at ¶ 9.

7. Defendant's Intent in Selecting the Mark: Defendant's intention to confuse the public is self-evident. When a person knowingly adopts a mark identical to another's mark, the Court may infer that person's intent to confuse. M2 Software, 421 F.3d at 1085 (willful use creates a presumption of public deception).

8. Likelihood of Expansion of Product Lines: Plaintiff is already using its trademarks in the class of goods and services exploited by Defendant. Furthermore, Defendant's intention to expand its product line is irrelevant as Defendant is operating an illegitimate business practice whose existing product line consists of counterfeit goods.

Thus, Plaintiff is a valid trademark holder and has sufficiently alleged in its pleadings a likelihood of confusion under the Sleekcraft factors for its trademark infringement claim.

2. All of the Other Eitel Factors Have Been Met

a. Amount at Stake: Under the third Eitel factor, the Court must consider the amount of money at stake. Eitel, 782 F.2d at 1471-72. In the Complaint, Plaintiff prays for injunctive relief, statutory damages of up to One Million Dollars (\$1,000,000) for each trademark infringed upon by the Defendant if Defendant's acts are found to be willful, and attorneys' fees. Compl. ¶¶ 6-8; Prayer. By this motion, Plaintiff seeks permanent injunctive relief, \$250,000.00 in statutory damages as provided for in 15 U.S.C. § 1117 (c), and post-judgment interest.

b. Possibility of Prejudice: The fourth Eitel factor considers whether Plaintiff will

1 suffer prejudice if default judgment is not entered. Eitel, 782 F.2d at 1471-72. In light of the fact
2 that Defendant declined to appear in response to proper service and her default was entered,
3 thereby admitting the averments of the Complaint, Plaintiff will likely suffer prejudice if default
4 judgment is not entered because Plaintiff will be without further options of recourse against
5 Defendant.

6
7 c. Possibility of Dispute: The fifth Eitel factor requires the Court to consider the
8 possibility of dispute as to any material facts in the case. Again, upon entry of default, all well-
9 pleaded facts in the complaint are taken as true except those relating to damages. See TeleVideo
10 Systems, Inc. v. Heidenthal, 826 F.2d 915, 917-18 (9th Cir. 1987); Fed. R. Civ. P. 8(b)(6). Here,
11 Plaintiff filed a well-pled Complaint alleging the facts necessary to establish all of its claims. As
12 Plaintiff's factual allegations are presumed true, no genuine dispute exists as to any material facts.

13 d. Possibility of Excusable Neglect: Under the sixth Eitel factor, the Court considers
14 the possibility that Defendant's default resulted from excusable neglect. Due process requires that
15 interested parties be given notice of the pendency of the action and be afforded an opportunity to
16 present its objections before a final judgment is rendered. Mullane v. Central Hanover Trust Co.,
17 339 U.S. 306, 314 (1950). Defendant was served the Summons and Complaint and contacted
18 Plaintiff but defaulted. Drey Decl. at ¶¶ 2, 5. Defendant had ample time to try to resolve this
19 matter but elected not to appear. Id. at ¶¶ 2-5. Defendant's voluntary decision to allow default to
20 be entered contradicts any argument for excusable neglect.

21 The facts of this case are dissimilar from those in Eitel, in which the defendant's failure to
22 answer constituted excusable neglect because the defendant believed the litigation was over, due to
23 a final settlement agreement that subsequently dissolved. The defendant in Eitel, soon thereafter,
24 filed an answer and counterclaim, even though it was beyond the 20-day period. Eitel, 782 F.2d at
25 1472. The Defendant in the present case has failed to act despite all opportunity to do so, with full
26 knowledge that a lawsuit was filed against her and that it was her responsibility to respond.

27 e. Policy for Deciding on the Merits: The seventh Eitel factor takes into account the
28 preference of the Federal Rules for deciding cases on the merits. Eitel, 728 F.2d at 1472.

1 However, "this preference, standing alone, is not dispositive." Klopping v. Fireman's Fund,
2 supra, 1996 U.S. Dist. LEXIS 1786 at *10. "While the Federal Rules favor decisions on the
3 merits, they also allow for the termination of cases before the court can reach the merits....[t]hus,
4 the preference to decide cases on the merits does not preclude a court from granting "default
5 judgment." Id. Under Fed. R. Civ. P. 55 (a), default judgments are allowed. Here, Defendant
6 failed to answer Plaintiff's Complaint or to otherwise appear in the action. Allowing Defendant,
7 who failed to defend this action, to proceed to trial would greatly prejudice Plaintiff. Judgment
8 against Defendant is proper at this time.

9
10 **B. Plaintiff Has Met The Procedural Requirements for Entry of a Default**
11 **Judgment**

12 Fed. R. Civ. P. 55(b) provides for a court-ordered default judgment following entry of
13 default by the court clerk under Rule 55(a). Klopping v. Fireman's Fund, supra, 1996 U.S. Dist.
14 LEXIS 1786 at *3-4. Applications for default judgment generally require the moving party state:
15 (1) when and against which party default was entered; (2) the identification of the pleading to
16 which default was entered; (3) whether the defaulting party is an infant or incompetent person, and
17 if so, whether that person is adequately represented; (4) that the Soldiers' and Sailors' Civil Relief
18 Act of 1940 does not apply; and (5) that notice of the application has been served on the defaulting
19 party, if required. All of these requirements have been met, as set forth in Plaintiff's Notice of
20 Motion for Default Judgment.

21 Plaintiff has complied with Fed. R. Civ. P. 54(c) and 55(a). In the pending action, Plaintiff
22 served Defendant on or about February 24, 2008, and the Clerk entered Defendant's default on or
23 about April 15, 2008. Further, Defendant is not an infant, incompetent person, in the military, or
24 otherwise exempt under the Soldiers' and Sailors' Civil Relief Act of 1940. Plaintiff does not
25 request relief that differs from or exceeds that prayed for in the Complaint.

26 **C. Plaintiff Is Entitled to a Permanent Injunction**

27 Plaintiff has alleged in its Complaint, and has presented specific evidence, that Defendant
28 has infringed its copyrights and trademarks by, *inter alia*, willfully and knowingly manufacturing,

1 distributing, offering for sale and/or selling unauthorized product featuring the Adobe Properties.
2 The Complaint further alleges that unless enjoined, said infringements will continue with
3 irreparable harm and damage to Plaintiff. Compl. at ¶¶ 22, 28.

4 **D. Plaintiff Is Entitled to Statutory Damages of \$250,000.00 Based on Defendant's**
5 **Willful Infringement of Its Trademarks**

6 Section 1117 of the Lanham Act allows a plaintiff to elect either statutory damages or
7 actual damages for trademark infringement. 15 U.S.C. § 1117. Plaintiff elects statutory damages.
8 Since Defendant acted willfully, Plaintiff is entitled to increased statutory damages awards of up to
9 One Million Dollars per counterfeit mark per type of goods or services sold, offered for sale, or
10 distributed. 17 U.S.C. § 1117(c)(2). Thus, Plaintiff is seeking a reasonable award under the
11 Lanham Act of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the willful infringement of
12 its trademarks by Defendant.

13 **1. Defendant's Conduct Was Willful**

14 Defendant has elected not to defend this case and dispute any of Plaintiff's allegations in
15 the Complaint. Thus, in light of Defendant's default, her willfulness as pled in the Complaint is
16 admitted.

17 Willful infringement carries a connotation of deliberate intent to deceive. Courts generally
18 apply forceful labels such as "deliberate," "false," "misleading," or "fraudulent" to conduct that
19 meets this standard. Lindy Pen Co. v. Bic Pen Co., 982 F.2d 1400, 1406 (9th Cir. 1993). Here,
20 Plaintiff has alleged in its Complaint, Defendant's willfulness. Compl. at ¶¶ 1, 4, 20, 26.

21 **2. Defendant Willfully Infringed Upon Adobe's Trademarks**

22 Adobe's ownership of Adobe's Trademarks cannot be disputed. Id. at ¶¶ 9-11; Stickle
23 Decl. at ¶ 3, Ex. E; Drey Decl. at ¶ 9. In any event, Adobe's ownership of these trademarks is
24 uncontested as a result of Defendant's default. Adobe's Trademarks were duplicated in the
25 Defendant's counterfeit merchandise. Compl. at ¶ 16; Johnson Decl. at ¶¶ 3-6; Stickle Decl. at ¶ 4.
26 This evidence indicates Defendant's infringement of Adobe's Trademarks by systematically
27 selling unauthorized product incorporating Adobe's Trademarks. Further, Plaintiff is seeking to
28

1 recover from only a partial trademark list from that alleged in the Complaint and from those
 2 appearing on Defendant's counterfeit merchandise and has elected not to pursue statutory damages
 3 under the Copyright Act despite ability to do so. Thus, Plaintiff is entitled to the reasonable award
 4 requested.

5 **3. Plaintiff Is Entitled to \$50,000.00 for Each of Five Trademarks Based on**
 6 **Defendant's Willful Counterfeiting of Its Trademarks**

7 Plaintiff seeks Fifty Thousand Dollars (\$50,000.00) per trademark for a total of Two
 8 Hundred Fifty Thousand Dollars (\$250,000.00) for Defendant's infringement despite there existing
 9 cause for recovery based on more trademarks and other copyrights.² This is well within the
 10 statutory limits provided for pursuant to the Lanham Act and within the limits applicable to acts of
 11 innocent infringement. This amount is properly awarded given (i) Defendant's willful conduct;
 12 and (ii) Defendant's blithe disregard for the process of this Court.

13 Section 1117(c) provides, in pertinent part:

14 In a case involving the use of a counterfeit mark (as defined in section
 15 1116(d) of title 15) in connection with the sale, or distribution of goods or
 16 services, the plaintiff may elect, at any time before final judgment is rendered by
 17 the trial court, to recover, instead of actual damages and profits under subsection
 18 (a) of this section, an award of statutory damages for any such use in connection
 19 with the sale, or distribution of goods or services in the amount of-

20 (1) not less than \$500 or more than \$100,000 per counterfeit mark per
 21 type of goods or services sold, offered for sale, or distributed, as the court
 22 considers just; or

23 (2) if the court finds that the use of the counterfeit mark was
 24 willful, not more than \$1,000,000 per counterfeit mark per type of
 25

26 ² Despite Defendant's lack of response to Plaintiff's enforcement of its rights and all allegations in
 27 the Complaint deemed true based on Defendant's default, Complaint lists a number of valid
 28 trademarks and even more copyright registrations, while here, Plaintiff is seeking recovery based
 on only five of the trademarks, further evidencing the reasonableness of Plaintiff's statutory
 damages request.

1 goods or services sold, offered for sale, or distributed, as the court
2 considers just.

3 15 U.S.C. § 1117(c)(1)-(2).

4 In determining such an award, the Plaintiff must establish that:

- 5 (1) Defendant intentionally used a counterfeit mark³ in commerce- defining “counterfeit
6 mark” as, an identical, non-genuine mark, in use by Plaintiff and registered in the same
7 class of goods complained of without Plaintiff’s prior authorization;
8 (2) Knowing the mark was counterfeit;
9 (3) In connection with the sale, offering for sale, or distribution of goods; and
10 (4) Its use was likely to confuse or deceive.

11 State of Idaho Potato Commission v. G & T Terminal Packaging, Inc., 425 F.3d 708, 721
12 (9th Cir. 2005).

13 As complained of in the Complaint, Defendant’s use constituted counterfeiting as she used
14 identical, non-genuine marks, of marks already in use and registered in the proper class of goods
15 by Plaintiff, on goods that were likely to cause confusion or deception to the consuming public
16 with knowledge. Compl. ¶¶ 1, 3, 14-18, 25-29.

17 If this Court were to award Plaintiff only minimal damages, then Defendant in this action,
18 as well as future defendants, would be encouraged to ignore any legal actions taken by Plaintiff
19 against them. The granting of the requested statutory damage award at this time will act to deter
20 Defendant (and others) from violating Plaintiff’s trademarks and otherwise violating Plaintiff’s
21 rights with relative impunity.

22 Defendant has chosen to permit the entry of her default. Because of Defendant’s default,
23 Plaintiff has been left with no effective choice but to seek an award of statutory damages. Based
24 upon a portion of Defendant’s systematic, willful and felonious acts, Plaintiff is entitled to an
25 award of statutory damages of Two Hundred Fifty Thousand Dollars (\$250,000.00) against
26

27 ³ Section 15 U.S.C. 1117 (c) refers to the definition in 15 U.S.C. § 1116 (d)(1)(B) as one that “is
28 registered on the principal register in the United States Patent and Trademark Office for such foods
or services sold, offered for sale, or distributed and that is in use, whether or not the person against
whom relief is sought knew such mark was so registered.”

1 Defendant.

2 **E. Plaintiff Is Entitled to Interest on the Judgment**

3 Plaintiff is entitled to post-judgment interest. "Interest shall be allowed on any money
4 judgment in a civil case recovered in a district court." 28 U.S.C. § 1961(a). Post-judgment
5 interest shall be calculated pursuant to the statutory rate based upon date of entry of the judgment.
6 Id.; Carte Blanche (Singapore) Pte. v. Carte Blanche International, 888 F.2d 260, 269 (2d Cir.
7 1989).

8 **CONCLUSION**

9 For the foregoing reasons, Plaintiff respectfully requests that it be awarded permanent
10 injunctive relief enjoining Defendant from further violation of its rights. In addition, Plaintiff
11 requests Judgment in its favor in the amount of Two Hundred Fifty Thousand Dollars
12 (\$250,000.00) in Lanham Act statutory damages and post judgment interest.
13

14 DATED: July 22, 2008

J. Andrew Coombs, A Professional Corp.

15
16 By: Nicole L. Drey
17 J. Andrew Coombs
18 Nicole L. Drey
19 Attorneys for Plaintiff Adobe Systems Incorporated
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DECLARATION OF CHRISTOPHER D. JOHNSON

I, CHRISTOPHER D. JOHNSON, declare as follows:

1. I am an attorney duly admitted to practice before the courts of the Central District of California. I am the owner and principal of Effective Piracy Enforcement, Inc. ("EPE"). Except as otherwise stated, I have personal knowledge of the facts set forth herein and, if called as a witness, I would testify as follows.

2. I served as an Assistant United States Attorney in the Central District of California for fourteen (14) years, including the Computer Crimes and Intellectual Property Enforcement Unit. During my employment as an AUSA, a significant portion of my time was spent prosecuting defendants charged with criminal violations of the Copyright Act. I was also employed as Vice-President for Anti-Piracy by The Walt Disney Company.

3. On or about November 15, 2007, I reviewed some auctions posted by an eBay user identified under the ID "northernbj." On or about that same date, I engaged in a transaction with "northernbj" for a copy of Adobe Photoshop CS3, which was advertised as "Adobe Photoshop CS3 Full Retail Version for Windows NIB." I placed the winning bid of \$310.00 and payment through PayPal was sent to eBay seller "northernbj," identified by eBay and/or PayPal as "Beverly Johnson," with an email address of "beverlynichole@yahoo.com." True and correct redacted copies of the printouts confirming my successful bid and payment for "Adobe Photoshop CS3 Full Retail Version for Windows NIB," including the full listing and item description, are attached hereto as Exhibit A.

4. On or about December 4, 2007, I received a package pursuant to the "Adobe Photoshop CS3 Full Retail Version for Windows NIB" order. The return address on the package was "Beverly Johnson, 7147 S. Woodlawn, Apt. 1N, Chicago, IL 60619." A true and correct copy of the packing label on the package is attached hereto as Exhibit B.

5. The package contained a total of one disc labeled "ADOBE PHOTOSHOP CS3" and another labeled "ADOBE CREATIVE SUITE 3" with packaging labeled with Adobe's trademarks. True and correct copies of pictures of the discs and their packaging I received from "northernbj" are attached hereto as Exhibit C. The discs and their packaging were then forwarded to Adobe Systems Incorporated.

6. In or about November 2007, I conducted Internet research into the sales history of "northernbj." It was determined that this eBay ID had been in use since October 2003. This seller maintained a private feedback, so it was not possible to determine the exact number and types of

1 responded that the buyer should have asked for a refund. Also, this seller sold
2 certain titles advertised as "pre-orders" but then classified the same DVDs as used.
3 True and correct copies of my Internet research are attached hereto as Exhibit D.
4

5 I declare under penalty of perjury under the laws of the United States of
6 America that the foregoing is true and correct.

7 Executed this 20 day of July, 2008, at Los Angeles, California.

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9 
10 _____
11 CHRISTOPHER D. JOHNSON
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DECLARATION OF CHRIS STICKLE

I, Chris Stickle, declare as follows:

1. I am employed by Adobe Systems incorporated (“Adobe”) as its Enforcement Manager, Anti-Piracy. I have been employed by Adobe since 2005 and have had various responsibilities with respect to Adobe’s intellectual properties since that time including those relating to the protection of Adobe’s extensive portfolio of copyrights and trademarks. I submit this Declaration in support of Adobe’s Motion for Entry of Default Judgment in the matter captioned Adobe Systems Incorporated, et al. v. Beverly Johnson, et al. Except as otherwise stated herein or as the context may otherwise indicate, I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would competently testify under oath as follows.

2. Significant aspects of Adobe’s business include the merchandising and licensing of computer software products. Adobe’s cutting edge products include without limitation, Adobe Photoshop CS3 and Adobe Create Suite 3 (collectively “Adobe’s Software”). Through the expenditure of significant effort and substantial amounts in advertising, Adobe has developed and promoted the use of Adobe’s Software to deliver superior programs to its customers, trusted by millions of people worldwide.

3. Adobe is the successor-in-interest to and exclusive owner in the United States of all copyrights, trademarks, trade dress and other proprietary in and to Adobe’s Software including the following:

Trademark	Registration Number	Date of Registration
A	3032288	12/20/2005
A	2081343	07/22/1997
A	1998710	07/23/1996
A ADOBE	1901149	06/20/1995
ADOBE	3029061	12/13/2005
ADOBE	1988712	07/23/1996
ADOBE	1956216	02/13/1996

ADOBE	1475793	02/09/1988
ADOBE	1486895	05/03/1988
ADOBE PHOTOSHOP	1651380	07/23/1991
CREATIVE SUITE	3111341	07/04/2006
PHOTOSHOP	2920764	01/25/2005
PHOTOSHOP	1850242	08/16/1994

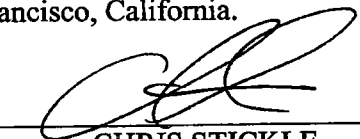
True and correct copies of printouts showing ownership of the trademark registrations listed above, are collectively attached hereto as Exhibit E. The appearance and other features of Adobe's Software are inherently distinctive and serve to identify Adobe as the source of products bearing Adobe's trademarks and using Adobe's copyrights.

4. In connection therewith, I examined the discs and packaging for authenticity that I am informed and believe were purchased by EPE from "northernbj". True and correct illustrations of the product and packaging reviewed are attached hereto as Exhibit C to the Declaration of Christopher D. Johnson. This product was determined to be counterfeit.

5. The counterfeit merchandise recreates various of Adobe's intellectual properties. This merchandise directly competes with similar products distributed and offered for sale by Adobe and its authorized licensees. Unauthorized merchandise which depicts Adobe's intellectual properties could mislead the consuming public into believing that they are buying authorized Adobe product which has met Adobe's rigorous standards. Adobe's reputation and goodwill is irreparably harmed as a result of sales of Defendant's inferior product.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 21 day of July, 2008, at San Francisco, California.


CHRIS STICKLE

DECLARATION OF NICOLE L. DREY

I, NICOLE L. DREY, declare as follows:

1. I am an attorney at law, duly admitted to practice before the Courts of the State of California and the United States District Court for the Northern District of California. I am an attorney for Plaintiff Adobe Systems Incorporated ("Plaintiff"), in an action styled Adobe Systems Incorporated v. Beverly Johnson, et al. I make this Declaration in support of Plaintiff's request for Default Judgment against Defendant Beverly Johnson ("Defendant"). Except as otherwise expressly stated to the contrary, I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify as follows:

2. I am informed and believe that, on or about February 24, 2008, Defendant was served with the Summons and Complaint.

3. I am informed and believe that, on or about March 11, 2008, my office filed the Proof of Service with the Court.

4. I am informed and believe that, on or about April 11, 2008, my office filed a Request for Entry of Default with the Court. On or about April 15, 2008, the Clerk entered default against Defendant.

5. On or about May 8, 2008, Defendant's counsel contacted my office. Thereafter the Parties discussed the documentation that would be needed to engage in meaningful settlement negotiations, but Defendant thus far has failed to produce any of the necessary disclosures. I am informed and believe that Defendant has filed a responsive pleading or otherwise appeared in this action.

6. I am informed and believe that Defendant is not an infant or incompetent person.

7. I am informed and believe that Defendant is not currently serving in the military.

8. I request, pursuant to Federal Rules of Evidence, Rule 201(b) that the Court take judicial notice of copies of the Adobe registrations mentioned in the Declaration of Chris Stickle which have been attached hereto as Exhibit E.

9. I am informed and believe (and as reflected on proofs of service attached to the moving papers), that the Notice of Motion and supporting papers were served on the Defendant where service of process was effected, on July 22, 2008.

///

///

///

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct.

3 Executed on this 22nd day of July, 2008, in Glendale, California.

4 
5 NICOLE L. DREY
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Sign out

Buy Sell My eBay Community Help

Site Map

 All Categories Advanced Search

Categories ▾ Motors Express Stores

Holiday Savings with
eBay MasterCard[Back to My eBay](#)Listed in category: [Books](#) > [Other](#)**Adobe Photoshop CS3 Full Retail Version for Windows NIB**

Brand New In Box. Factory Sealed

Item number: 330186868760

You are signed in

✓ This item has been paid through PayPal. Payment was sent to: beverlynichole@yahoo.com on Nov-15-07.[Leave Feedback >](#)

To let other eBay users know what your experience has been with this seller, click the Leave Feedback button.

Find more items from the same seller. Bid or Buy Now![Adobe Photoshop CS3 Full Retail
Version for Windows NIB](#)**Buy Now: US \$350.00**

Time left: 3h 57m

[Adobe Photoshop CS3 Full Retail
Version for Windows NIB](#)**0 bids: US \$285.99**

Time left: 14h 52m

[Adobe Photoshop CS3 Full Retail
Version for Windows NIB](#)**0 bids: US \$285.99**

Time left: 19h 52m

[Add to Favorite Sellers](#)**[View more items from this seller](#)****Other actions for this item:**You can manage all your items in [My eBay](#) and do the following:

- ☐ [View Order Details](#)
- ☐ [View PayPal payment](#) for this item.
- ☐ [Contact Seller](#) about this item.

Additional Options:

- ☐ To view other items from this seller, [view seller's other items](#).
- If this listing is similar to an item you want to sell, [list an item like this](#).
- ☐ You may [add this seller](#) to your Favorite Sellers in My eBay

Winning bid: **US \$310.00**eBay MasterCard - get up to \$25 back [Details](#)Ended: **Nov-15-07 08:00:00 PST**Shipping costs: **US \$15.00**
Standard Flat Rate Shipping Service
Service to [United States](#)
([more services](#))Ships to: **Worldwide**Item location: **Chicago, Illinois, United States**History: **2 bids**

Winning bidder: User ID kept private

You can also: [Email to a friend](#)**Meet the seller**Seller: [northernh](#) (140 ☆)Feedback: **100% Positive**

Member: since Oct-08-03 in United States

- ☐ [See detailed feedback](#)
- ☐ [Ask seller a question](#)
- ☐ [Add to Favorite Sellers](#)
- ☐ [View seller's other items](#)

Buy safely

1. Check the seller's reputation
Score: 140 | 100% Positive
[See detailed feedback](#)

2. Check how you're protected

PayPal Up to \$2,000 in buyer protection. [See eligibility](#)

[View larger picture](#)

1 of 2

Listing and payment details: [Show](#)

A

20

Item Specifics - Item Condition

Condition:

New

Book Type : Nonfiction Books

Adobe Photoshop CS3 Full Retail Version for Windows (New In Box)

This is a full version, and not an upgrade, promo, or academic version.

Also, it includes an unregistered key (new) for you to use.

Adobe® Photoshop® CS3 software accelerates your path from imagination to imagery. Ideal for photographers, graphic designers, and web designers, the professional standard delivers new features such as automatic layer alignment and blending that enable advanced compositing. Live filters boost the comprehensive, nondestructive editing toolset for increased flexibility.

Includes:

- Adobe PhotoShop CS3
- Adobe PhotoShop CS3 Video Workshop
- Adobe PhotoShop CS3 Manual

System Requirements

- Intel Pentium 4, Intel Centrino, Intel Xeon, or Intel Core Duo (or compatible) processor
- Microsoft Windows XP with Service Pack 2 or Windows Vista Home Premium, Business, Ultimate, or Enterprise (certified for 32-bit editions)
- 512MB of RAM
- 64MB of video RAM
- 1GB of available hard-disk space (additional free space required during installation)
- 1,024x768 monitor resolution with 16-bit video card
- DVD-ROM drive
- QuickTime 7 software required for multimedia features
- Internet or phone connection required for product activation
- Broadband Internet connection required for Adobe Stock Photos and other services

∴ Payment Details

We accept **paypal** ONLY, as it is the most secure and fastest way to send and receive money.

∴ Shipping Information

Your purchase will be shipped within 3-5 business days of payment. You can expect your purchase to arrive within 7-14 business days of shipment. We charge a flat rate for shipping, \$15.00 for all domestic orders (U.S) and \$30.00 for all international orders.

∴ Return Policy

DUE TO SOFTWARE PIRACY, NO RETURNS WILL BE ACCEPTED IF THE SOFTWARE IS OPENED OR UNSEALED. ALL RETURNS MUST BE SAME ORIGINAL SEALED CONDITION. If there are any concerns please contact me.

Please make sure **TO UNINSTALL YOUR CURRENT PROGRAM THEN INSTALL THE NEW SOFTWARE!** If you fail to do this then you will receive error messages and the software will not register. Another important point to make is- make sure you read the **SYSTEM REQUIREMENTS** on the outside of the software - Make sure your

Handwritten: A

Handwritten: 21

***Frequently Asked Questions:

What is the part number? Part #23102480

Will I charge less than stated for shipping? No.

Can this be registered? Yes.

What is the condition of product? It is brand new, factory sealed like you would purchase from a retail store.

Select a picture



[What's your Credit Score? 720? 650? Find Out From Experian.](#)

Shipping and handling

Ships to

Worldwide

Country:

Shipping and Handling

US \$15.00

To

United States

Service

Standard Flat Rate Shipping Service

Shipping insurance

Not offered

Return policy

Return policy not specified.

Read item description for any reference to return policy.

Payment details

Payment method

Preferred/Accepted

Buyer protection on eBay

PayPal



Seller Preferred

PayPal Up to \$2,000 in buyer protection. [See eligibility](#)

[Learn about payment methods](#)

Seller's payment instructions

Buyer pays shipping. Please pay for item immediately after auction has ended. If you are paying by e-check thru Paypal email/message me and let me know. Serious bidders and buyers only! Contact me if you have any concerns before paying or bidding.

RECEIVED A

7/22/08 22


[My Account](#)
[Send Money](#)
[Request Money](#)
[Merchant Services](#)
[Auction Tools](#)
[Products & Services](#)

Transaction Details

eBay Payment Sent (ID # 1PT3E902ND742492X)

Total Amount: \$325.00 USD

Date: Nov. 15, 2007

Time: 12:34:41 PST

Status: Completed

Item #	Item Title	Qty	Price	Subtotal
330185869760	Adobe Photoshop CS3 Full Retail Version for Windows NIE	1	\$310.00 USD	\$310.00 USD

Shipping & Handling via Standard Delivery (includes any seller handling fees): \$15.00 USD

Shipping Insurance : --

Total: \$325.00 USD

Shipping Address:

Woodland Hills, CA 91364
United States
Confirmed [2]

Payment To: Beverly Johnson (The recipient of this payment is **Verified**)

Seller's ID: northernbj

Seller's Email: beverlynichole@yahoo.com

Funding Type: Instant Transfer

Funding Source: \$325.00 USD - citibank Checking (Confirmed) xxxxxx5162

Back Up Funding Source: MasterCard Card XXXX-XXXX-XXXX-4385

Original Transaction

Date	Type	Status	Details	Amount
Nov. 15, 2007	Payment To Beverly Johnson	Completed	...	-\$325.00 USD

Related Transaction

Date	Type	Status	Details	Amount
Nov. 15, 2007	Add Funds from a Bank Account	Completed	Details	\$325.00 USD

Need help? If you have problems with a transaction or would like assistance settling a dispute with your seller, visit the [Resolution Center](#). PayPal strongly recommends attempting to resolve this issue directly with the merchant or seller whenever possible.

Description: Adobe Photoshop CS3 Full Retail Version for Windows NIE

[Return to Log](#)

B

PRIORITY[®] MAIL
UNITED STATES POSTAL SERVICE

HOW TO USE:

1. Complete Address Area
Type or Print required return address and addressee information in customer block area or on label.

2. United States Postal Service[®]
DELIVERY CONFIRMATION[™]

0307 0020 0004 7931 8174

Visit us at usps.com

From: *Expéditeur:*
Beverly Johnson (Ebay Seller)
7147 S. Woodlawn
Apt. 1N
Chicago, IL 60619

To: *Destinataire:*
Woodland Hills, CA 91364

Country of Destination: *Pays de destination:*

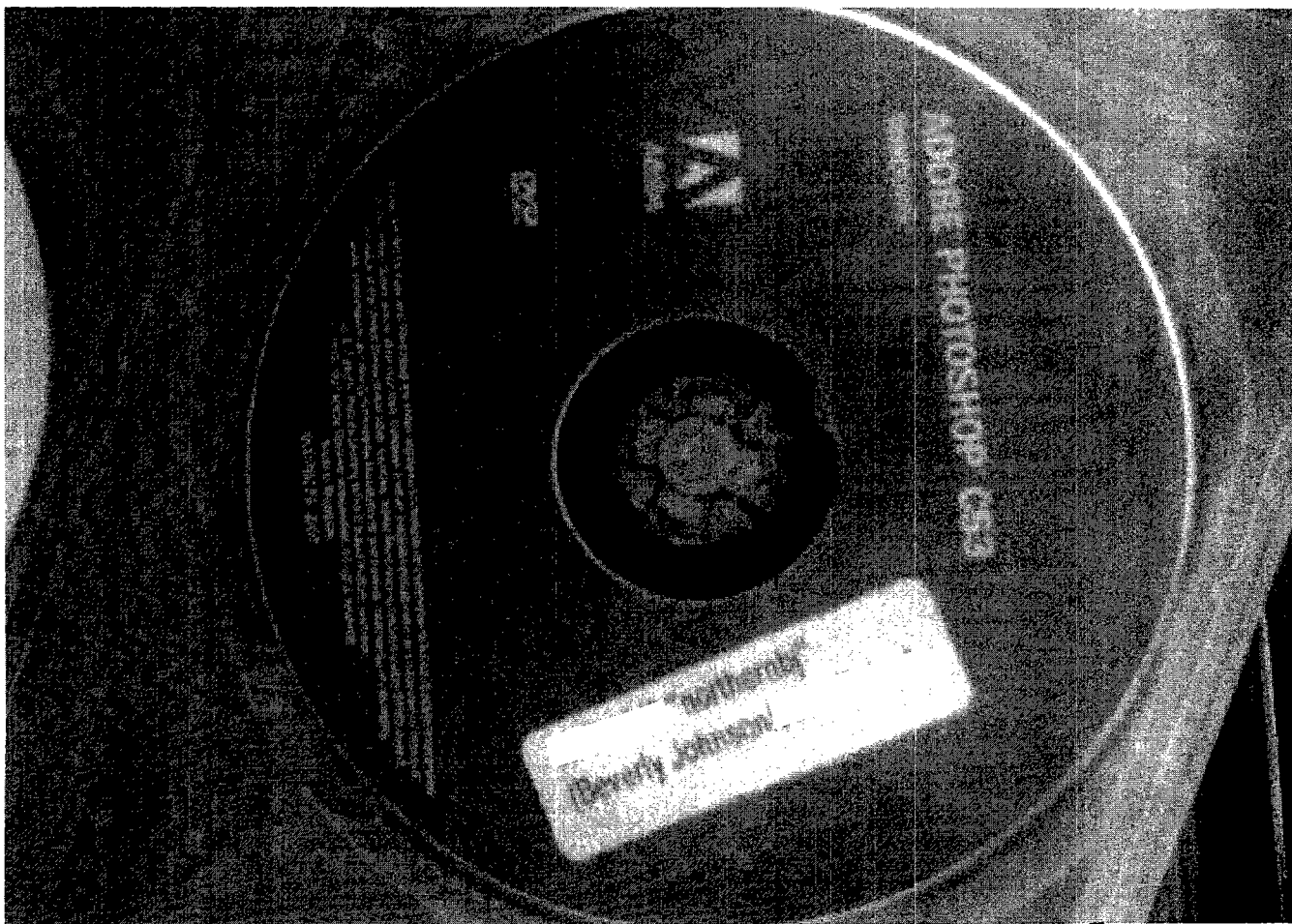
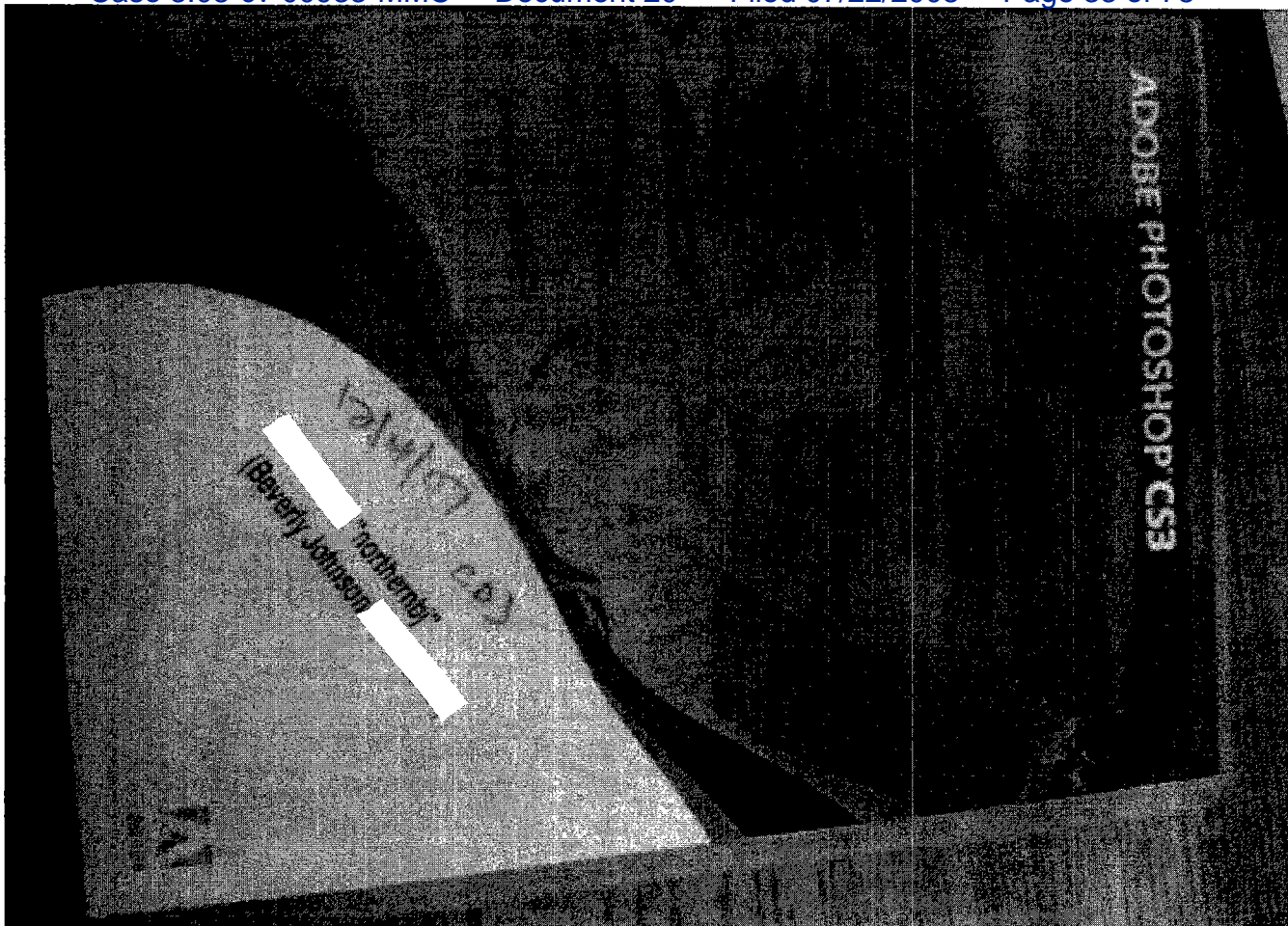
U.S. POSTAGE
PAID
HALLANDALE, FL
33009
NOV 28, 07
AMOUNT
\$5.25
00047931

01/4/07
C07

#330186868760
"northernbj"

24

C



D



Hi, feilo1955! (Sign out)

Search

Advanced Search

Buy Sell My eBay Community Help

Site Map

Categories Motors Express Stores

Home > All Categories

Text-only format

Items for Sale by northernbj (140 ☆)

All Items Auctions Buy it Now

eBay is creating a new search experience. Try it in our playground.

 All Categories Search Advanced Search
☐ Search title and description

Narrow Your Results

Books (3)

Other (3)

Search Options

Location

☐ Items within 200 miles of 91364

Show only

☐ Items listed with PayPal☐ Buying Options

Auctions

☐ Free Shipping☐ Completed listings☐ Gift items☐ Items listed as lots☐ Listings

Ending within

1 hour

☐ Items priced

to

☒ Items from seller

northernbj

Show Items

Customize options displayed above.

3 items found (Save this search)

Show only: Items from seller northernbj Show all

Save on shipping. This seller offers shipping discounts on combined purchases.

List View Picture Gallery

Sort by: Timer ending soonest Customize Display

Item Title	Bids	Price*	Shipping to 91364, USA	Time Left
Adobe Photoshop CS3 Full Retail Version for Windows NIB Brand New In Box, Factory Sealed	P	Buy It Now \$350.00	\$15.00	3h 56m
Adobe Photoshop CS3 Full Retail Version for Windows NIB Brand New In Box, Factory Sealed	P	\$285.99	\$15.00	14h 51m
Adobe Photoshop CS3 Full Retail Version for Windows NIB Brand New In Box, Factory Sealed	P	\$285.99	\$15.00	19h 51m

Page 1 of 1

* Items that are listed in a currency other than U.S. dollars display the converted amount in italicized text. Converted amounts shown are estimates based on Bloomberg's conversion rates. If you need to get recent exchange rates, please use the Universal Currency Converter

Tools: My eBay Favorites | Want It Now | RSS | Learn more about RSS feeds

Note: Shipping amount may not reflect all shipping options offered by the seller. Other shipping options may have a different charge. Final shipping charges will be determined during checkout.

What else can you do?

Back to home | Top of page

This page was last updated: Nov-22 17:08

Seller Information

northernbj (140 ☆)

Feedback rating: 140

Positive Feedback: 100%

Member since Oct-08-03 in United States

Read feedback reviews

Add seller to Favorites

eBay Pulse | eBay Reviews | eBay Stores | Half.com | eBay Express | Reseller Marketplace | Austria | France | Germany | Italy | Spain | United Kingdom | Popular Searches | Kijiji | PayPal | ProStores | Apartments for Rent | Shopping.com | Skype | Tickets

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eBay official time

26

HL failb1955L (Sign out)

Site Map

All Categories

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Advanced Search

Categories ▾ Motors Express Stores

[Home](#) > [Community](#) > [Feedback Forum](#) > [Feedback Profile](#)**Feedback Profile****northernbj (140 ☆)**

Member since Oct-08-03 in United States

[Contact member](#)[View items for sale](#)[More options ▾](#)**Feedback Score:** 140
Positive Feedback: 100%**Recent Feedback Ratings** (last 12 months)**Detailed Seller Ratings** (since May 2007)Members who left a positive: 140
Members who left a negative: 0

All positive Feedback: 144

[Find out what these numbers mean](#)

	1 month	6 months	12 months
Positive	23	50	55
Neutral	0	0	0
Negative	0	0	0

Criteria	Average rating	Number of ratings
Item as described	4.9	58
Communication	4.9	59
Shipping time	4.8	58
Shipping and handling charges	4.8	58

Feedback as a seller[Feedback as a buyer](#)[All Feedback](#)[Feedback left for others](#)

Ratings mutually withdrawn: 0

126 Feedback received

Page 1 of 6

Feedback	From Buyer / Price	Date / Time
⊕ got item thankx	17rocky (132 ☆)	Nov-21-07 21:08
—	Private	
⊕ Item as advertised. Initial comms slow.	pograd1987 (23 ☆)	Nov-21-07 09:05
—	Private	
⊕ Great item. Perfect. VERY Happy Thanks!	sunfish86 (43 ☆)	Nov-21-07 08:20
—	Private	
⊕ great seller. fast shipping. product as described.	magiciannewyork (273 ☆)	Nov-20-07 15:16
—	Private	
⊕ Recieved item exactly as described and prompt. Pleasure to do business with!	quincyvmusic (12 ☆)	Nov-19-07 19:53
—	Private	
⊕ Item as described. good value... Thanks!!	cmmwoodturner (44 ☆)	Nov-19-07 19:31
—	Private	
⊕ Outstanding service! Great seller A+++++	kzomblesmith (210 ☆)	Nov-19-07 19:16
—	Private	
⊕ Never returned E-Mail. But would buy from again. Thanks...	lps2227 (10 ☆)	Nov-19-07 15:51
—	Private	
⊕ Item as advertised. great communication. shipping a little slow for the cost.	comanche_river (8)	Nov-17-07 19:34
—	Private	
⊕ fast as thanks	willax1 (24 ☆)	Nov-15-07 23:15
—	Private	
⊕ Good price for Adobe Photoshop CS3 and fast shipping. No Problems	foxtrotter45 (367 ☆)	Nov-14-07 09:41
—	Private	

D

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+ Fast shipment. Thank you.	leah53 (706 ☆)	Nov-13-07 22:38 Private
+ amazing service great Ebay vendor	wildebraun (187 ☆)	Nov-13-07 13:29 Private
+ Would deal with again.	delta7000 (327 ☆)	Nov-13-07 08:07 Private
+ Very happy with transaction	beehlieva (5)	Nov-12-07 09:11 Private
+ Item as described. Thanks	vzeshiu (45 ☆)	Nov-11-07 19:58 Private
+ Item as described.	mikeordcoupe (175 ☆)	Nov-11-07 03:43 Private
+ Top Ebayer! Fast delivery. Item as described. AAA+++++	chase0815 (260 ☆)	Nov-08-07 06:52 Private
+ everything as stated	ius4fun2 (146 ☆)	Nov-06-07 13:27 Private
+ VERY fast ship. Product as described. I couldn't be happier with this seller!!!	ecahal (758 ☆)	Nov-06-07 07:08 Private
+ Great Interaction	kenposcolla (3)	Nov-06-07 00:00 Private
+ Fast turnaround.....great seller.....will buy from again	enahope (29 ☆)	Nov-05-07 11:33 Private
+ Works Great. got it for a good price. Thank you!	anUnkrckon18 (64 ☆)	Nov-04-07 16:40 Private
+ Item received promptly and as described. Very satisfied and would purchase again	mantoulmama (4)	Nov-04-07 09:02 Private
		Nov-01-07 06:42 Private

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Go to page [Go](#)

Items per page: 25

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Members are fully responsible for the Feedback they leave. If you have any questions or concerns about a particular Feedback comment, contact the member directly by clicking the member's User ID and then clicking the "Contact member" link.

Detailed item information is available for 90 days.

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Note: Anonymous names may appear more than once and may represent different bidders.

1 - 48 of 48 total. Click on the column headers to sort.

Item	Start	End	Price	Title	High Bidder / Status
330178397533	Oct-23-07	Oct-24-07 08:00:00 PDT	US \$352.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330178398015	Oct-23-07	Oct-24-07 17:00:00 PDT	US \$438.50	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330178398366	Oct-24-07	Oct-25-07 08:00:00 PDT	US \$330.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330180438205	Oct-25-07	Oct-26-07 09:01:56 PDT	US \$285.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330180439221	Oct-25-07	Oct-26-07 14:00:00 PDT	US \$405.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330181036545	Oct-26-07	Oct-27-07 22:31:06 PDT	US \$305.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330181036696	Oct-27-07	Oct-28-07 12:00:00 PDT	US \$285.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330182420345	Oct-29-07	Oct-30-07 21:47:08 PDT	US \$293.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330182608649	Oct-30-07	Oct-31-07 12:00:00 PDT	US \$285.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330183119555	Oct-31-07	Nov-01-07 15:15:00 PDT	US \$338.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330182424963	Oct-29-07	Nov-01-07 17:08:41 PDT	US \$380.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330183120059	Oct-31-07	Nov-01-07 20:00:00 PDT	US \$285.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330183120397	Nov-01-07	Nov-02-07 09:00:00 PDT	US \$295.01	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330183120688	Nov-01-07	Nov-02-07 14:00:00 PDT	US \$291.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330183121015	Nov-02-07	Nov-03-07 08:00:00 PDT	US \$350.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330183121442	Nov-02-07	Nov-03-07 14:00:00 PDT	US \$291.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330184396742	Nov-03-07	Nov-04-07 13:20:02 PST	US \$285.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330184397402	Nov-03-07	Nov-04-07 17:00:00 PST	US \$306.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330184398020	Nov-04-07	Nov-05-07 09:00:00 PST	US \$300.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330184398420	Nov-04-07	Nov-05-07 17:00:00 PST	US \$285.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330185596217	Nov-07-07	Nov-07-07 13:14:43 PST	US \$350.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330185598923	Nov-06-07	Nov-07-07 13:30:00 PST	US \$341.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330185590370	Nov-06-07	Nov-07-07 19:00:00 PST	US \$305.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330185590873	Nov-07-07	Nov-08-07 10:00:00 PST	US \$355.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330185596393	Nov-07-07	Nov-08-07 15:00:00 PST	US \$363.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186373205	Nov-08-07	Nov-08-07 22:42:21 PST	US \$350.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330185599763	Nov-08-07	Nov-09-07 10:00:00 PST	US \$355.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186373947	Nov-08-07	Nov-09-07 16:30:28 PST	US \$350.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186374632	Nov-09-07	Nov-10-07 10:15:00 PST	US \$365.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186375288	Nov-09-07	Nov-10-07 17:00:00 PST	US \$296.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186866158	Nov-10-07	Nov-11-07 10:00:00 PST	US \$305.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186300832	Nov-08-07	Nov-11-07 14:27:41 PST	US \$350.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186866542	Nov-10-07	Nov-11-07 19:00:00 PST	US \$285.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186867111	Nov-11-07	Nov-12-07 10:00:00 PST	US \$306.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186866799	Nov-11-07	Nov-12-07 19:00:00 PST	US \$285.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186867727	Nov-12-07	Nov-13-07 08:00:00 PST	US \$325.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186868036	Nov-12-07	Nov-13-07 13:00:00 PST	US \$335.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186868285	Nov-13-07	Nov-14-07 13:00:00 PST	US \$361.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186868760	Nov-14-07	Nov-15-07 08:00:00 PST	US \$310.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186868926	Nov-14-07	Nov-15-07 13:00:00 PST	US \$310.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186869482	Nov-15-07	Nov-16-07 08:00:00 PST	US \$360.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
330186869070	Nov-15-07	Nov-16-07 13:00:00 PST	US \$325.01	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)

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<u>330191109159</u>	Nov-20-07	Nov-21-07 22:07:58 PST	US \$285.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
<u>330191109426</u>	Nov-21-07	Nov-22-07 08:00:00 PST	US \$285.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
<u>330191109607</u>	Nov-21-07	Nov-22-07 13:00:00 PST	US \$324.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private (*)
<u>330190568331</u>	Nov-19-07	Nov-22-07 21:05:08 PST	US \$350.00	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private
<u>330191110868</u>	Nov-22-07	Nov-23-07 08:00:00 PST	US \$285.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private
<u>330191110753</u>	Nov-22-07	Nov-23-07 13:00:00 PST	US \$285.99	Adobe Photoshop CS3 Full Retail Version for Windows NIB	Private

(*) indicates that auction has ended.

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Adobe Photoshop CS3 Full Retail Version for Windows NIB

Brand New In Box, Factory Sealed

Item number: 330178398015

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Bidding has ended for this item[Learn more](#) about private listings.[Sell an item like this](#) or buy a similar item below.**Find more items from the same seller. Bid or Buy Now!**[Add to Favorite Sellers](#)Adobe Photoshop CS3 Full Retail Version for Windows NIB**Buy It Now** **US \$360.00**

Time left: 3h 53m

Adobe Photoshop CS3 Full Retail Version for Windows NIB**0 bids** **US \$285.99**

Time left: 14h 48m

Adobe Photoshop CS3 Full Retail Version for Windows NIB**0 bids** **US \$285.99**

Time left: 19h 48m

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Item Name	Price	End Date
Adobe Photoshop CS3 Full Retail Version for Windows NIB	US \$359.99	Dec-06-07 13:36:55 PST
Adobe Photoshop CS3 Full Retail Version NIB FN 23102480	US \$450.00	Dec-01-07 11:50:19 PST
Adobe PhotoShop CS3 NIB Full Version Retail Package!!!!	US \$350.00	Nov-28-07 21:00:00 PST
Adobe Photoshop Extended CS3 for Windows Full NIB	US \$761.00	Dec-16-07 11:11:36 PST

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Winning bid: **US \$438.50**
 eBay MasterCard - get up to \$25 back [Details](#)

Ended: **Oct-24-07 17:00:00 PDT**
 Shipping costs: **US \$15.00**
 Standard Flat Rate Shipping Service
 Service to [United States](#)
[\(more services\)](#)

Ships to: **Worldwide**
 Item location: **Chicago, Illinois, United States**
 History: **6 bids**
 Winning bidder: User ID kept private

You can also: [Email to a friend](#)[View larger picture](#)Listing and payment details: [Show](#)**Description****Meet the seller**Seller: [northernbj](#) (140 ☆)Feedback: **100% Positive**

Member: since Oct-08-03 in United States

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- [Ask seller a question](#)
- [Add to Favorite Sellers](#)
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Buy safely

1. Check the seller's reputation
 Score: 140 | 100% Positive
[See detailed feedback](#)

2. Check how you're protected

PayPal Up to \$2,000 in buyer protection. [See eligibility](#)

Item Specifics - Item Condition

Condition:

Nonfiction Books Format : Softcover

New

Book Type : Nonfiction Books

Adobe Photoshop CS3 Full Retail Version for Windows (New In Box)

This is a full version, and not an upgrade, promo, or academic version.

Also, it includes an unregistered key (new) for you to use.

Adobe® Photoshop® CS3 software accelerates your path from imagination to imagery. Ideal for photographers, graphic designers, and web designers, the professional standard delivers new features such as automatic layer alignment and blending that enable advanced compositing. Live filters boost the comprehensive, nondestructive editing toolset for increased flexibility.

Includes:

- Adobe PhotoShop CS3
- Adobe PhotoShop CS3 Video Workshop
- Adobe PhotoShop CS3 Manual

System Requirements

- Intel Pentium 4, Intel Centrino, Intel Xeon, or Intel Core Duo (or compatible) processor
- Microsoft Windows XP with Service Pack 2 or Windows Vista Home Premium, Business, Ultimate, or Enterprise (certified for 32-bit editions)
- 512MB of RAM
- 64MB of video RAM
- 1GB of available hard-disk space (additional free space required during installation)
- 1,024x768 monitor resolution with 16-bit video card
- DVD-ROM drive
- QuickTime 7 software required for multimedia features
- Internet or phone connection required for product activation
- Broadband Internet connection required for Adobe Stock Photos and other services

:: Payment Details

We accept paypal ONLY, as it is the most secure and fastest way to send and receive money.

:: Shipping Information

Your purchase will be shipped within 3-5 business days of payment. You can expect your purchase to arrive within 7-14 business days of shipment. We charge a flat rate for shipping. \$12.95 for all domestic orders (U.S) and \$24.95 for all international orders.

:: Return Policy

DUE TO SOFTWARE PIRACY, NO RETURNS WILL BE ACCEPTED IF THE SOFTWARE IS OPENED OR UNSEALED. ALL RETURNS MUST BE SAME ORIGINAL SEALED CONDITION. If there are any concerns please contact me.

Please make sure TO UNINSTALL YOUR CURRENT PROGRAM THEN INSTALL THE NEW SOFTWARE! If you fail to do this then you will receive error messages and the software will not register. Another important point to make is- make sure you read the SYSTEM REQUIREMENTS on the outside of the software - Make sure your computer meets the minimum system requirements so that you don't have any problems.

Handwritten signature and initials.

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Frequently Asked Questions:

What is the part number? Part #23102480

Will I charge less than stated for shipping? No.

Can this be registered? Yes.

What is the condition of product? It is brand new, factory sealed like you would purchase from a retail store.

Select a picture



What's your Credit Score? 720? 650? Find Out From Experian.

Shipping and handling

Ships to
Worldwide

Country:

Shipping and Handling

US \$15.00

To

United States

Service

Standard Flat Rate Shipping Service

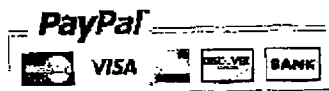
Shipping insurance
Not offered

Return policy

Return policy not specified.
Read item description for any reference to return policy.

Payment details

Payment method



Preferred/Accepted

Seller Preferred

Buyer protection on eBay

PayPal Up to \$2,000 in buyer protection. [See eligibility](#)

[Learn about payment methods](#)

Seller's payment instructions

Buyer pays shipping. Please pay for item immediately after auction has ended. If you are paying by e-check thru Paypal email/message me and let me know. Serious bidders and buyers only! Contact me if you have any concerns before paying or bidding.

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Listed in category: Books > Other

Adobe Photoshop CS3 Full Retail Version for Windows NIB

Brand New In Box. Factory Sealed

Item number 330178398366

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Bidding has ended for this item[Learn more about private listings.](#)[Sell an item like this](#) or [buy a similar item below.](#)**Find more items from the same seller. Bid or Buy Now!**[Add to Favorite Sellers](#)Adobe Photoshop CS3 Full Retail Version for Windows NIB**Buy It Now** **US \$350.00**

Time left: 3h 53m

Adobe Photoshop CS3 Full Retail Version for Windows NIB**0 bids: US \$285.99**

Time left: 19h 47m

Adobe Photoshop CS3 Full Retail Version for Windows NIB**0 bids: US \$285.99**

Time left: 14h 47m

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Item Name	Price	End Date
Adobe Photoshop CS3 Full Retail Version for Windows NIB	US \$359.99	Dec-06-07 13:36:55 PST
Adobe Photoshop CS3 Full Retail Version NIB PN 23102480	US \$450.00	Dec-01-07 11:50:19 PST
Adobe PhotoShop CS3 NIB Full Version Retail Package!!!!	US \$350.00	Nov-28-07 21:00:00 PST
Adobe Photoshop Extended CS3 for Windows Full NIB	US \$761.00	Dec-16-07 11:11:36 PST

[See all similar items...](#)[Find similar items on eBay Express...](#)[Help](#)Winning bid: **US \$330.00**eBay MasterCard - get up to \$25 back [Details](#)Ended: **Oct-25-07 08:00:00 PDT**Shipping costs: **US \$15.00**
Standard Flat Rate Shipping Service
Service to [United States](#)
(more services)

Ships to: Worldwide

Item location: Chicago, Illinois, United States

History: [6 bids](#)

Winning bidder: User ID kept private

You can also: [Email to a friend](#)**Meet the seller**Seller: [norhembi](#) (140 ☆)Feedback: **100% Positive**

Member: since Oct-08-03 in United States

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- [Ask seller a question](#)
- [Add to Favorite Sellers](#)
- [View seller's other items](#)

Buy safely

1. Check the seller's reputation
Score: 140 | 100% Positive
[See detailed feedback](#)

2. Check how you're protected

PayPal Up to \$2,000 in buyer protection. [See eligibility.](#)[View larger picture](#)Listing and payment details: [Show](#)**Description**

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34

Item Specifics - Item Condition

Condition:

New

Book Type : Nonfiction Books

Adobe Photoshop CS3 Full Retail Version for Windows (New In Box)

This is a full version, and not an upgrade, promo, or academic version.

Also, it includes an unregistered key (new) for you to use.

Adobe® Photoshop® CS3 software accelerates your path from imagination to imagery. Ideal for photographers, graphic designers, and web designers, the professional standard delivers new features such as automatic layer alignment and blending that enable advanced compositing. Live filters boost the comprehensive, nondestructive editing toolset for increased flexibility.

Includes:

- Adobe PhotoShop CS3
- Adobe PhotoShop CS3 Video Workshop
- Adobe PhotoShop CS3 Manual

System Requirements

- Intel Pentium 4, Intel Centrino, Intel Xeon, or Intel Core Duo (or compatible) processor
- Microsoft Windows XP with Service Pack 2 or Windows Vista Home Premium, Business, Ultimate, or Enterprise (certified for 32-bit editions)
- 512MB of RAM
- 64MB of video RAM
- 1GB of available hard-disk space (additional free space required during installation)
- 1,024x768 monitor resolution with 16-bit video card
- DVD-ROM drive
- QuickTime 7 software required for multimedia features
- Internet or phone connection required for product activation
- Broadband Internet connection required for Adobe Stock Photos and other services

:: Payment Details

We accept **paypal** ONLY, as it is the most secure and fastest way to send and receive money.

:: Shipping Information

Your purchase will be shipped within 3-5 business days of payment. You can expect your purchase to arrive within 7-14 business days of shipment. We charge a flat rate for shipping. \$12.95 for all domestic orders (U.S) and \$24.95 for all international orders.

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Frequently Asked Questions:

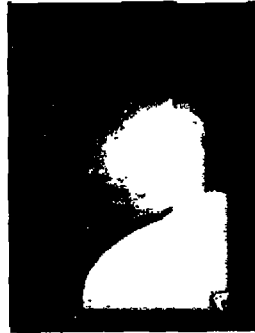
What is the part number? Part #23102480

Will I charge less than stated for shipping? No.

Can this be registered? Yes.

What is the condition of product? It is brand new, factory sealed like you would purchase from a retail store.

Select a picture



[What's your Credit Score? 720? 650? Find Out From Experian.](#)

Shipping and handling

Ships to
Worldwide

Country:

Shipping and Handling

US \$15.00

To

United States

Service

Standard Flat Rate Shipping Service

Shipping insurance
Not offered

Return policy

Return policy not specified.
Read item description for any reference to return policy.

Payment details

Payment method



Preferred/Accepted

Seller Preferred

Buyer protection on eBay

PayPal Up to \$2,000 in buyer protection. [See eligibility](#)

[Learn about payment methods](#)

Seller's payment instructions

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Holiday Savings with eBay MasterCard

[Back to My eBay](#)Listed in category: [Books](#) > [Other](#)**Adobe Photoshop CS3 Full Retail Version for Windows NIB**

Brand New In Box Factory Sealed

Item number: 330180438205

You are signed in

Bidding has ended for this item[Learn more about private listings.](#)[Sell an item like this](#) or buy a similar item below.**Find more items from the same seller. Bid or Buy Now!**[Add to Favorite Sellers](#)[Adobe Photoshop CS3 Full Retail Version for Windows NIB](#)**Buy Now** **US \$350.00**

Time left: 3h 52m

[Adobe Photoshop CS3 Full Retail Version for Windows NIB](#)0 bids **US \$285.99**

Time left: 14h 47m

[Adobe Photoshop CS3 Full Retail Version for Windows NIB](#)0 bids **US \$285.99**

Time left: 19h 47m

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Item Name	Price	End Date
Adobe Photoshop CS3 Full Retail Version for Windows NIB	US \$359.99	Dec-06-07 13:36:55 PST
Adobe Photoshop CS3 Full Retail Version NIB PN 23102400	US \$450.00	Dec-01-07 11:50:19 PST
Adobe PhotoShop CS3 NIB Full Version Retail Package!!!!	US \$350.00	Nov-28-07 21:00:00 PST
Adobe Photoshop Extended CS3 for Windows Full NIB	US \$761.00	Dec-16-07 11:11:36 PST

[See all similar items](#)[Find similar items on eBay Express](#)Winning bid: **US \$285.99**eBay MasterCard - get up to \$25 back [Details](#)Ended: **Oct-26-07 09:01:56 PDT**Shipping costs: **US \$15.00**
Standard Flat Rate Shipping Service
Service to [United States](#)
([more services](#))Ships to: **Worldwide**Item location: **Chicago, Illinois, United States**History: **1 bid**Winning bidder: **User ID kept private**You can also: [Email to a friend](#)**Meet the seller**Seller: [northernbj](#) (140 ☆)Feedback: **100% Positive**

Member: since Oct-08-03 in United States

- [See detailed feedback](#)
- [Ask seller a question](#)
- [Add to Favorite Sellers](#)
- [View seller's other items](#)

Buy safely

1. Check the seller's reputation
Score: 140 | 100% Positive
[See detailed feedback](#)

2. Check how you're protected

PayPal Up to \$2,000 in buyer protection. [See eligibility.](#)[View larger picture](#)Listing and payment details: [Show](#)

Description

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Item Specifics - Item Condition:

Condition:

New

Textbooks, Education Category : Art & Photography

Adobe Photoshop CS3 Full Retail Version for Windows (New In Box)

This is a full version, and not an upgrade, promo, or academic version.

Also, it includes an unregistered key (new) for you to use.

Adobe® Photoshop® CS3 software accelerates your path from imagination to imagery. Ideal for photographers, graphic designers, and web designers, the professional standard delivers new features such as automatic layer alignment and blending that enable advanced compositing. Live filters boost the comprehensive, nondestructive editing toolset for increased flexibility.

Includes:

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- Adobe PhotoShop CS3 Video Workshop
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System Requirements

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- 1,024x768 monitor resolution with 16-bit video card
- DVD-ROM drive
- QuickTime 7 software required for multimedia features
- Internet or phone connection required for product activation
- Broadband Internet connection required for Adobe Stock Photos and other services

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:: Shipping Information

Your purchase will be shipped within 3-5 business days of payment. You can expect your purchase to arrive within 7-14 business days of shipment. We charge a flat rate for shipping, \$12.95 for all domestic orders (U.S.) and \$24.95 for all international orders.

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Frequently Asked Questions:

What is the part number? Part #23102480

Will I charge less than stated for shipping? No.

Can this be registered? Yes.

What is the condition of product? It is brand new, factory sealed like you would purchase from a retail store.

Select a picture



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Shipping and handling

Ships to

Worldwide

Country:

Shipping and Handling

US \$15.00

To

United States

Service

Standard Flat Rate Shipping Service

Shipping insurance

Not offered

Return policy

Return policy not specified.

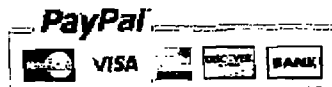
Read item description for any reference to return policy.

Payment details

Payment method

Preferred/Accepted

Buyer protection on eBay



Seller Preferred

PayPal Up to \$2,000 in buyer protection. [See eligibility.](#)

[Learn about payment methods](#)

Seller's payment instructions

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Categories Motors Express Stores

Holiday Savings with
eBay MasterCard[Back to My eBay](#)Listed in category: [Books](#) > [Other](#)**Adobe Photoshop CS3 Full Retail Version for Windows NIB**

Brand New In Box, Factory Sealed

Item number: 330182424983

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Time left: 19h 46m

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D 40

Item Specifics - Item Condition

Condition:

New

Nonfiction Books Format : Softcover

Adobe Photoshop CS3 Full Retail Version for Windows (New In Box)

This is a full version, and not an upgrade, promo, or academic version.

Also, it includes an unregistered key (new) for you to use.

Adobe® Photoshop® CS3 software accelerates your path from imagination to imagery. Ideal for photographers, graphic designers, and web designers, the professional standard delivers new features such as automatic layer alignment and blending that enable advanced compositing. Live filters boost the comprehensive, nondestructive editing toolset for increased flexibility.

Includes:

- Adobe PhotoShop CS3
- Adobe PhotoShop CS3 Video Workshop
- Adobe PhotoShop CS3 Manual

System Requirements

- Intel Pentium 4, Intel Centrino, Intel Xeon, or Intel Core Duo (or compatible) processor
- Microsoft Windows XP with Service Pack 2 or Windows Vista Home Premium, Business, Ultimate, or Enterprise (certified for 32-bit editions)
- 512MB of RAM
- 64MB of video RAM
- 1GB of available hard-disk space (additional free space required during installation)
- 1,624x768 monitor resolution with 16-bit video card
- DVD-ROM drive
- QuickTime 7 software required for multimedia features
- Internet or phone connection required for product activation
- Broadband Internet connection required for Adobe Stock Photos and other services

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Your purchase will be shipped within 3-5 business days of payment. You can expect your purchase to arrive within 7-14 business days of shipment. We charge a flat rate for shipping, \$12.95 for all domestic orders (U.S.) and \$24.95 for all international orders.

:: Return Policy

DUE TO SOFTWARE PIRACY, NO RETURNS WILL BE ACCEPTED IF THE SOFTWARE IS OPENED OR UNSEALED. ALL RETURNS MUST BE SAME ORIGINAL SEALED CONDITION. If there are any concerns please contact me.

Please make sure TO UNINSTALL YOUR CURRENT PROGRAM THEN INSTALL THE NEW SOFTWARE. If you fail to do this then you will receive error messages and the software will not register. Another important point to make is- make sure you read the SYSTEM REQUIREMENTS on the outside of the software - Make sure your computer meets the minimum system requirements so that you don't have any problems.

***Frequently Asked Questions:

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What is the part number? Part #23102480

Will I charge less than stated for shipping? No.

Can this be registered? Yes.

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Shipping and Handling

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To

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Service

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Shipping insurance

Not offered

Return policy

Return policy not specified.

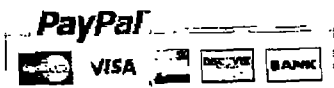
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Word Mark

A

Goods and
Services

IC 041, US 100 101 107. G & S: Educational and training services, namely classroom training, online training, web-based training, and video training in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow; Educational services, namely, arranging professional workshops and training courses, conducting classes, seminars, conferences, and workshops in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow. FIRST USE: 19950000. FIRST USE IN COMMERCE: 19950000

Mark Drawing
Code

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search
Code

26.11.01 - Rectangles as carriers or rectangles as single or multiple line borders

Serial Number

78542134

Filing Date

January 4, 2005

Current Filing
Basis

1A

Original Filing
Basis

1A

Published for
Opposition

September 27, 2005

Registration
Number

3032288

Registration
Date

December 20, 2005

Owner

(REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE Legal Department 345 Park Avenue San Jose CALIFORNIA 95110

Attorney of
Record

Daniel C. Poliak

Prior
Registrations

1901149;1988710;2081343

Description of Mark The mark consists of a stylized letter A.
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Word Mark
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Services

A

IC 009. US 021 023 026 036 038. G & S: computer programs for use in creating, viewing, manipulating, distributing, printing, storing, transferring and retrieving computer-aided graphics, text documents, fonts, multimedia applications, digital movies, video images, audio recordings, animation and still images; computer hardware, namely, computer peripherals, printers, integrated circuits and facsimile machines, and manuals and instructional books sold as a unit therewith. FIRST USE: 19930315. FIRST USE IN COMMERCE: 19930315

Mark Drawing
Code

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search
Code

26.11.21 - Rectangles that are completely or partially shaded

Serial Number 75128593

Filing Date July 1, 1996

Current Filing
Basis

1A

Original Filing
Basis

1A

Published for
Opposition

April 29, 1997

Registration
Number

2081343

Registration
Date

July 22, 1997

Owner

(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 345 Park Avenue San Jose CALIFORNIA 95110

(LAST LISTED OWNER) Adobe Systems Incorporated CORPORATION DELAWARE 345 Park Avenue San Jose CALIFORNIA 95110

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Attorney of Record Daniel C. Poliak
Prior Registrations 1475793;1486895;1901149;1956216;AND OTHERS
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070713.
Renewal 1ST RENEWAL 20070713
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Word Mark	A
Goods and Services	IC 042. US 100 101. G & S: computer software technical support services; computer software development and design for others; consulting services in the field of computer software; consulting services in the field of computer software development and design; providing on-line support services for computer software users; providing access to computer bulletin boards for the transfer and dissemination of a wide range of information. FIRST USE: 19930601. FIRST USE IN COMMERCE: 19930601
Mark Drawing Code	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number	74731002
Filing Date	September 19, 1995
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	April 30, 1996
Registration Number	1988710
Registration Date	July 23, 1996
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 94039 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Lynne E. Graybeal

Prior Registrations 1901149
Type of Mark SERVICE MARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20060917.
Renewal 1ST RENEWAL 20060917
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Word Mark

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Goods and Services

IC 009. US 021 026 038. G & S: computer programs for use in creating, viewing, manipulating, distributing, printing, storing, transferring and retrieving computer-aided graphics, text documents, fonts, multi-media applications, digital movies, video images, audio recordings, animation and still images; computer hardware; namely, computer peripherals, integrated circuits and facsimile machines. FIRST USE: 19930001. FIRST USE IN COMMERCE: 19930601

Mark Drawing Code

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code

26.09.01 - Squares as carriers or squares as single or multiple line borders

Serial Number

74367971

Filing Date

March 15, 1993

Current Filing Basis

1A

Original Filing Basis

1B

Published for Opposition

October 19, 1993

Registration Number

1901149

Registration Date

June 20, 1995

Owner

(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 940397900

(LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER
DELAWARE LEGAL DEPARTMENT 345 PARK AVENUE SAN JOSE CALIFORNIA 95110

Assignment Recorded

ASSIGNMENT RECORDED

EXHIBIT E

49

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Attorney of Record DANIEL C. POLIAK
Prior Registrations 1475793;1486895;AND OTHERS
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20050506.
Renewal 1ST RENEWAL 20050506
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Word Mark ADOBE
Goods and Services IC 041. US 100 101 107. G & S: Educational and training services, namely classroom training, online training, web-based training, and video training in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow; Educational services, namely, arranging professional workshops and training courses, conducting classes, seminars, conferences, and workshops in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow.
FIRST USE: 19950000. FIRST USE IN COMMERCE: 19950000

Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 78538003
Filing Date December 23, 2004
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition September 20, 2005
Registration Number 3029061
Registration Date December 13, 2005
Owner (REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE 345 Park Avenue San Jose CALIFORNIA 95110
Attorney of Record Daniel C. Poliak

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INDEXED *5* 6/9/2008

Prior Registrations 1475793;1479408;1482233;AND OTHERS
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Word Mark ADOBE
Goods and Services IC 042. US 100 101. G & S: computer software technical support services; computer software development and design for others; consulting services in the field of computer software; consulting services in the field of computer software development and design; providing on-line support services for computer software users; providing access to computer bulletin boards for the transfer and dissemination of a wide range of information. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
Mark Drawing Code (1) TYPED DRAWING
Serial Number 74731016
Filing Date September 19, 1995
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition April 30, 1996
Registration Number 1988712
Registration Date July 23, 1996
Owner (REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 94039

(LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER
DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record DANIEL C. POLIAK
Prior Registrations 1475793;1487549;AND OTHERS
Type of Mark SERVICE MARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20060917.

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Word Mark	ADOBE
Goods and Services	IC 016. US 002 005 022 023 029 037 038 050. G & S: books and magazines relating to graphic design; books, magazines and manuals relating to the use of computers and computer software; and books and magazines for the computer hardware and software industries. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	74644579
Filing Date	March 10, 1995
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	November 21, 1995
Registration Number	1956216
Registration Date	February 13, 1996
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 345 PARK AVENUE SAN JOSE CALIFORNIA 95110 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Prior Registrations	1475793;1479408;1482233;1486895;1487549;AND OTHERS
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20050531.
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Word Mark	ADOBE
Goods and Services	IC 009. US 038. G & S: COMPUTER PROGRAMS. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	73668884
Filing Date	June 23, 1987
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	November 17, 1987
Registration Number	1475793
Registration Date	February 9, 1988
Owner	(REGISTRANT) ADOBE SYSTEMS INCORPORATED CORPORATION CALIFORNIA 345 Park Avenue Legal Department San Jose CALIFORNIA 95110 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION DELAWARE 345 PARK AVENUE LEGAL DEPARTMENT SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Daniel C. Poliak
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20080131.
Renewal	1ST RENEWAL 20080131
Live/Dead Indicator	LIVE

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Typed Drawing

Word Mark	ADOBE
Goods and Services	IC 016. US 038. G & S: MANUALS FOR COMPUTER SOFTWARE. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	73668891
Filing Date	June 23, 1987
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	February 9, 1988
Registration Number	1486895
Registration Date	May 3, 1988
Owner	(REGISTRANT) ADOBE SYSTEMS INCORPORATED CORPORATION CALIFORNIA 345 Park Avenue Legal Department San Jose CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Daniel C. Poliak
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20080412.
Renewal	1ST RENEWAL 20080412
Live/Dead Indicator	LIVE

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Typed Drawing

Word Mark	ADOBE PHOTOSHOP
Goods and Services	IC 009. US 038. G & S: computer programs for creating and manipulating graphic images on a computer. FIRST USE: 19900202. FIRST USE IN COMMERCE: 19900202
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	74038526
Filing Date	March 12, 1990
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	April 30, 1991
Registration Number	1651380
Registration Date	July 23, 1991
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA P.O. Box 7900 1585 Charleston Road Mountain View CALIFORNIA 940397900 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	LYNNE GRAYBEAL
Prior Registrations	1482233;1486895;1487549;AND OTHERS
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20011006.
Renewal	1ST RENEWAL 20011006
Live/Dead Indicator	LIVE

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CREATIVE SUITE

Word Mark CREATIVE SUITE

Goods and Services IC 009. US 021 023 026 036 038. G & S: Computer software, namely, computer programs for use in desktop publishing, electronic publishing, digital publishing, web publishing, graphic design, illustration, animation, imaging, typesetting or printing; computer programs for page layout and design; computer programs for creating, editing, manipulating, viewing, managing, indexing, cataloguing, sorting, organizing, storing, transferring, synchronizing, printing or exchanging digital photographs, digital or graphic images, data, text, audio, video, multimedia or interactive documents or recorded information; computer programs for artistic and technical drawing or illustration; computer programs for the creation, conversion, storage, annotation, manipulation, transfer, sharing or retrieval of electronic documents or forms; business software; computer programs for web authoring; computer software used for the development, content creation, maintenance, administration or management of web sites; computer software for project management, asset management, file management, collaborative workflow, file sharing or file transfer via computer networks, wireless networks or global communication networks in the fields of graphic design or publishing; computer software for search, preview and track changes in electronic documents or files; computer software for electronic data management and tracking, file browsing, electronic data sharing, digital rights management or collaborative workflow automation; computer programs for accessing or converting photographic, digital or graphic images, data or text documents, audio, video or multimedia works, or recorded information to various file formats; computer software for creating, processing, exchanging or managing metadata, or machine-readable labels about information or content, in electronic files, databases and digital assets. computer software for accessing via a global computer network, searching, downloading, transferring or storing digital photographs, digital or graphic images, data, text, audio, video, multimedia or interactive documents or works, text documents or recorded information to computer media; printed instructional books and user manuals sold as a unit thereon; electronic publications, namely, user manuals and instructional books featuring information in the fields of computer software, desktop publishing, digital publishing, electronic publishing, printing, graphic design, digital imaging, digital photography and video, recorded on computer media. FIRST USE: 20031027. FIRST USE IN COMMERCE: 20031027

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 78527929
Filing Date December 6, 2004
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition April 11, 2006
Registration Number 3111341
Registration Date July 4, 2006
Owner (REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE 345 Park Avenue San Jose CALIFORNIA 95110
Attorney of Record Daniel C. Poliak
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE SUITE APART FROM THE MARK AS SHOWN
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Photoshop

Word Mark Goods and Services

PHOTOSHOP

IC 009. US 021 023 026 036 038. G & S: computer software for creating, viewing, manipulating, editing, managing, indexing, cataloguing, sorting, organizing, storing, transferring, synchronizing, printing, and exchanging digital photographs, digital and graphic images, data, text, audio, video, multimedia and interactive documents and works, text documents, and recorded information; computer software for transferring digital photographs, digital and graphic images, data, text, audio, video, multimedia and interactive documents and works, text documents, and recorded information to CD-ROM discs and digital video discs; computer software for transferring digital photographs, digital and graphic images, data, text, audio, video, multimedia and interactive documents and works, text documents, and recorded information for use over computer networks, wireless networks and global communication networks; computer programs and computer tutorial software for creating greeting cards, calendars, books, documents, automated PDF slide shows, and web photo galleries and albums; file management software for opening and converting photographic, digital, and graphic images, data, text, documents, audio, video, multimedia works, and recorded information to various file formats; and users' manuals and instructional books sold with unit therewith. FIRST USE: 19900202. FIRST USE IN COMMERCE: 19900202

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 78339712

Filing Date December 11, 2003

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition November 2, 2004

Registration Number 2920764

Registration Date January 25, 2005
Owner (REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE 345 Park Avenue San Jose CALIFORNIA 95110
Attorney of Record Daniel C. Poliak
Prior Registrations 1651380;1850242
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark	PHOTOSHOP
Goods and Services	IC 009. US 038. G & S: computer programs for creating and manipulating graphic images on a computer and manuals for use therewith, sold as a unit. FIRST USE: 19900202. FIRST USE IN COMMERCE: 19900202
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	74322950
Filing Date	October 16, 1992
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	May 25, 1993
Registration Number	1850242
Registration Date	August 16, 1994
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 940397900 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE 345 PARK AVE SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	DANIEL C. POLIAK
Prior Registrations	1641245;1642058;1642647;1651380;AND OTHERS
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20040113.
Renewal	1ST RENEWAL 20040113
Live/Dead Indicator	LIVE

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PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Ave., Suite 202, Glendale, California 91206.

On July 22, 2008, I served on the interested parties in this action with the following:

- **NOTICE AND MOTION FOR ENTRY OF DEFAULT JUDGMENT; DECLARATIONS AND EXHIBITS IN SUPPORT**
- **[PROPOSED] ORDER**
- **[PROPOSED] JUDGMENT PURSUANT TO ENTRY OF DEFAULT**

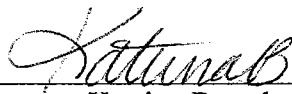
for the following civil action:

Adobe Systems Incorporated v. Beverly Johnson, et al.

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Beverly Johnson 7147 S. Woodlawn, Apt. 1-N Chicago, IL 60619	<i>Courtesy Copy to:</i> David Bloom Evans Loewenstein Shimanovsky Moscardini 130 S. Jefferson, Ste. 500 Chicago, IL 60661
--	---

Place of Mailing: Glendale, California
Executed on July 22, 2008, at Glendale, California



Katrina Bartolome

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Telephone: (818) 500-3200
5 Facsimile: (818) 500-3201

6 Attorneys for Plaintiff
Adobe Systems Incorporated
7

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)

10 Adobe Systems Incorporated,

11 Plaintiff,

12 v.

13 Beverly Johnson, et al.,

14 Defendants.

) Case No. C08-0933 MMC

) [PROPOSED] JUDGMENT PURSUANT
) TO ENTRY OF DEFAULT

) Court: Hon. Maxine M. Chesney

) Date: October 3, 2008

) Time: 9:00 a.m.

15 This cause having come before this Court on the motion of Plaintiff Adobe Systems
16 Incorporated ("Adobe" or "Plaintiff") for entry of default judgment and permanent injunction against
17 Defendant Beverly Johnson ("Defendant");

18 AND, the Court having read and considered the pleadings, declarations and exhibits on file in
19 this matter and having reviewed such evidence as was presented in support of Plaintiff's Motion;

20 AND, GOOD CAUSE APPEARING THEREFORE, the Court finds the following facts:

21 Plaintiff is the owner of all rights in and to certain copyright registrations including but not
22 limited to, the copyrights which are the subject of the registrations listed in Exhibit A ("Plaintiff's
23 Copyrights");

24 Plaintiff has complied in all respects with the laws governing copyrights and secured the
25 exclusive rights and privileges in and to Plaintiff's Copyrights;

26 The appearance and other qualities of Plaintiff's Copyrights are distinctive and original;
27
28

Plaintiff is the owner of all rights in and to certain trademark registrations listed in Exhibit B, including, but not limited to, the trademarks which are listed below (collectively "Plaintiff's Trademarks"):

Trademark	Registration Number	Date of Registration
A	3032288	12/20/2005
A	2081343	07/22/1997
A	1998710	07/23/1996
A ADOBE	1901149	06/20/1995
ADOBE	3029061	12/13/2005
ADOBE	1988712	07/23/1996
ADOBE	1956216	02/13/1996
ADOBE	1475793	02/09/1988
ADOBE	1486895	05/03/1988
ADOBE PHOTOSHOP	1651380	07/23/1991
CREATIVE SUITE	3111341	07/04/2006
PHOTOSHOP	2920764	01/25/2005
PHOTOSHOP	1850242	08/16/1994

Plaintiff has complied in all respects with the laws governing trademarks and secured the exclusive rights and privileges in and to Plaintiff's Trademarks;

Defendant engages in the unauthorized business of importing, distributing, promoting, selling and/or offering for sale unauthorized counterfeit merchandise featuring Plaintiff's Copyrights and Trademarks ("Counterfeit Product").

Defendant's importing, advertising, displaying, promoting, marketing, distributing, providing, offering for sale and selling of the Counterfeit Product was engaged in willfully and intentionally, without leave or license from Plaintiff, in violation of Plaintiff's rights in and to Plaintiff's Copyrights and Trademarks. The devices, emblems, and artwork on the Counterfeit

1 Product are not just "confusingly similar" to Plaintiff's Copyrights and Trademarks, they are almost
2 identical.

3 Plaintiff has instituted this action for an entirely proper and appropriate purpose, solely to
4 vindicate and enforce compliance with its rights which have been knowingly and willfully infringed
5 by Defendant and to recover for infringement of such rights. Plaintiff's action was not brought
6 frivolously. In contrast, Defendant's infringing conduct, is a clear and unmistakable violation of
7 Plaintiff's rights. Defendant's conduct has been patently unreasonable and egregious, violating
8 Plaintiff's rights by appropriating and featuring Plaintiff's Copyrights and Trademarks on counterfeit
9 product, when Defendant intended, or knew or should have known, that such infringing activity
10 would likely injure Plaintiff's name and reputation, requiring Plaintiff to institute and prosecute this
11 action, and incur fees and costs in so doing, in order to attempt to obtain Defendant's recognition and
12 compliance with Plaintiff's rights.

13 The liability of the Defendant in the above-referenced action for her acts in violation of
14 Plaintiff's rights is knowing and willful, and as such the Court expressly finds that there is no just
15 reason for delay in entering the default judgment and permanent injunction sought herein.

16 Therefore, based upon the foregoing facts, and

17 GOOD CAUSE APPEARING THEREFORE, THE COURT ORDERS that this Judgment
18 shall be and is hereby entered in the within action as follows:

19 1) This Court has jurisdiction over the parties to this action and over the subject matter hereof
20 pursuant to 15 U.S.C. § 1051 *et seq.*, 28 U.S.C. §§ 1331 and 1338, and 28 U.S.C. § 1367. Service of
21 process was properly made on the Defendant.

22 2) Defendant has distributed, sold, and offered for sale counterfeit merchandise which infringes
23 upon Plaintiff's Copyrights and Trademarks.

24 3) The Defendant and her agents, servants, employees and all persons in active concert and
25 participation with her who receive actual notice of the injunction are hereby restrained and enjoined
26 from:
27
28

1 a) Infringing Plaintiff's Copyrights and Trademarks, either directly or contributorily, in
2 any manner, including generally, but not limited to manufacturing, importing, distributing,
3 advertising, selling and/or offering for sale any merchandise which features any of Plaintiff's
4 Copyrights and Trademarks, and, specifically:

5 i) Importing, manufacturing, distributing, advertising, selling and/or offering for sale the
6 Counterfeit Product or any other unauthorized products which picture, reproduce, copy or use
7 the likenesses of or bear a substantial similarity to any of Plaintiff's Copyrights and
8 Trademarks;

9 b) Importing, manufacturing, distributing, advertising, selling and/or offering for sale in
10 connection thereto any unauthorized promotional materials, labels, packaging or containers
11 which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any
12 of Plaintiff's Copyrights and Trademarks;

13 c) Engaging in any conduct that tends falsely to represent that, or is likely to confuse,
14 mislead or deceive purchasers, the Defendant's customers and/or members of the public to
15 believe, the actions of Defendant, the products sold by Defendant, or the Defendant herself is
16 connected with Plaintiff, is sponsored, approved or licensed by Plaintiff, or is affiliated with
17 Plaintiff;

18 d) Affixing, applying, annexing or using in connection with the importation,
19 manufacture, distribution, advertising, sale and/or offer for sale or other use of any goods or
20 services, a false description or representation, including words or other symbols, tending to
21 falsely describe or represent such goods as being those of Plaintiff.

22 4) Defendant is ordered to deliver for destruction all Counterfeit Product, and any other
23 unauthorized products which picture, reproduce, copy or use the likenesses of or bear a substantial
24 similarity to any of Plaintiff's Copyrights and Trademarks and any labels, signs, prints, packages,
25 dyes, wrappers, receptacles and advertisements relating thereto in their possession or under their
26 control bearing any of Plaintiff's Copyrights and Trademarks or any simulation, reproduction,
27
28

1 counterfeit, copy or colorable imitations thereof, and all plates, molds, heat transfers, screens,
2 matrices and other means of making the same.

3 5) Defendant is ordered to pay damages to Plaintiff pursuant to 15 U.S.C. § 1117 in the sum of
4 Two Hundred Fifty Thousand Dollars (\$250,000.00).

5 6) Defendant is ordered to pay interest on the principal amount of the judgment to Plaintiff at
6 the statutory rate pursuant to 28 U.S.C. §1961(a).

7 7) This Judgment shall be deemed to have been served upon Defendant at the time of its
8 execution by the Court.

9 8) The Court finds there is no just reason for delay in entering this Judgment and, pursuant to
10 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this
11 Judgment against Defendant.

12 9) The Court shall retain jurisdiction of this action to entertain such further proceedings and to
13 enter such further orders as may be necessary or appropriate to implement and enforce the provisions
14 of this Judgment.

15
16 DATED:

17 _____
18 Hon. Maxine M. Chesney
Judge, United States District Court for the
Northern District of California

19 PRESENTED BY:
20 J. Andrew Coombs,
A Professional Corporation

21 By: Nicole L. Drey
22 J. Andrew Coombs
Nicole L. Drey
23 Attorneys for Plaintiff Adobe Systems
Incorporated

EXHIBIT A
Copyright Registrations

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827

1	Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
2	Adobe Acrobat 8 Standard for Windows.	TX0006390828
3	Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
4	Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
5	Adobe Acrobat Capture 3.0 source code.	TX0005199559
6	Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
7	Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
8	Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
9	Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
10	Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
11	Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
12	Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
13	Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
14	Adobe Acrobat Elements 6.0 for Windows.	TX0005780821
15	Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340
16	Adobe Acrobat Fill in 4.0.	TX0004241942
17	Adobe Acrobat Inroduction 1.0.	TX0005200942
18	Adobe Acrobat Inroduction 1.0.	TX0005200942
19	Adobe Acrobat Messenger 1.0.	TX0005241268
20	Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
21	Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
22	Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
23	Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
24	Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
25	Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
26	Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
27	Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
28	Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
	Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
	Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
	Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
	Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
	Adobe ActiveShare 1.0.	TX0005086423
	Adobe ActiveShare 1.5 for Windows.	TX0005267528
	Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
	Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
	Adobe After Effects : Version 5.0 for Windows.	TX0005438054
	Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
	Adobe After Effects : Version 5.5 for Windows.	TX0005493400
	Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
	Adobe After Effects : Version 6.0 for Windows.	TX0005777907
	Adobe After Effects 3.0 for Macintosh.	TX0004643401
	Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
	Adobe After Effects 5.5 Plug-in Power Pack for Macintosh.	TX0005546626
	Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
	Adobe After Effects 6.5 for Macintosh.	TX0005934788
	Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
	Adobe After Effects 7.0 Standard for Windows.	TX0006277335

1	Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
2	Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
	Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
3	Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
	Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
4	Adobe After Effects Version 6.5 for Windows.	TX0005934787
	Adobe AlterCast 1.5 for Solaris.	TX0005520581
5	Adobe AlterCast 1.5 for Windows.	TX0005520583
	Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
6	Adobe Atmosphere 1.0 for Windows.	TX0005780857
	Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
7	Adobe Audition 1.0 for Windows.	TX0005777207
	Adobe Audition 1.5 for Windows.	TX0005932189
8	Adobe Audition 2.0 for Windows.	TX0006277359
9	Adobe Audition 3.0 for Windows.	TX0006816095
	Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309
10	Adobe Captivate 2 for Windows.	TX0006390833
	Adobe Carlson Regular.	TX0003374876
11	Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
	Adobe Caslon Alternate Bold.	TX0003501547
12	Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
	Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
13	Adobe Creative Suite 2 Premium for Windows.	TX0006131245
	Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
14	Adobe Creative Suite 2 Standard for Windows.	TX0006131246
	Adobe Creative Suite for Macintosh.	TX0005844481
15	Adobe Creative Suite for Windows.	TX0005844480
16	Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
	Adobe Exchange 2.0 for Windows.	TX0003961129
17	Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
	Adobe Fireworks CS3 for Windows and Macintosh.	TX0006531654
18	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
19	Adobe Flash Media Encoder 1.0.	TX0006526716
20	Adobe Flash Media Encoder 1.0.	TX0006526716
	Adobe Flash Player 9 for Linux.	TX0006476523
21	Adobe Flash Player 9 for Linux.	TX0006476523
	Adobe Flash Player 9 for Solaris.	TX0006457897
22	Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
	Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
23	Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
	Adobe Illustrator 10 for Macintosh.	TX0005446858
24	Adobe Illustrator 10 for Windows.	TX0005446857
	Adobe Illustrator 3.0.	TX0003000202
25	Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
26	Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
	Adobe Illustrator CS for Macintosh.	TX0005780817
27	Adobe Illustrator CS for Windows.	TX0005780806
28	Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603

1	Adobe Illustrator.	TX0003380406
2	Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314
3	Adobe PageMaker 6.5 Macintosh.	TX0004524555
4	Adobe PageMaker 7.0 for Macintosh.	TX0005409447
5	Adobe PageMaker 7.0 for Windows.	TX0005409446
6	Adobe Pagemaker Plug-in Pack for Macintosh.	TX0005847834
7	Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
8	Adobe Photoshop : 5.5.	TX0005213806
9	Adobe Photoshop 6.0.	TX0005196369
10	Adobe Photoshop 7.0 for Macintosh.	TX0005562147
11	Adobe Photoshop 7.0 for Windows.	TX0005562148
12	Adobe Photoshop Album 2.0 for Windows.	TX0005780785
13	Adobe Photoshop CS for Macintosh.	TX0005780846
14	Adobe Photoshop CS for Windows.	TX0005780847
15	Adobe Photoshop CS2 for Macintosh.	TX0006131272
16	Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
17	Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
18	Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
19	Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
20	Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
21	Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
22	Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
23	Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
24	Adobe Photoshop Macintosh.	TX0003551958
25	Adobe Photoshop Version 3.0 Mac.	TX0003971820
26	Adobe Photoshop Version 3.0 Windows.	TX0003616850
27	Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
28	Adobe Photoshop Windows.	TX0003596143
	Adobe Photoshop.	TX0004068613
	Adobe Photoshop.	TX0003120306
	Adobe Photoshop.	TX0002897138
	Adobe Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
	Adobe PhotoDeluxe, V1.0.	TX0004809739
	Adobe Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
	Authorware 7.0	TX0005800627
	Contribute 4 (Mac)	TX0006471404
	Designer 6.0 (Win)	TX0005932242
	Encore DVD 2.0	TX0006277348
	Font Folio 9.0 (Mac)	TX0005401449
	Font Folio Open Type	TX0005845931
	Form Manager 6.0	TX0006042527
	Framemaker 7.0 (Mac)	TX0005596921
	Framemaker 7.0 (Win)	TX0005596919
	FreeHand MX (Mac)	TX0005746988
	GoLive CS2 (Mac)	TX0006131268
	GoLive CS2 (Win)	TX0006131269
	Illustrator CS2 (Mac)	TX0006131282
	Illustrator CS2 (Win)	TX0006131283
	InCopy CS (Mac)	TX0005780859

1	InCopy CS (Win)	TX0005780858
2	InDesign CS2 (Mac)	TX0006139165
3	Macintosh Distiller.	TX0003893508
4	Macintosh PDF Writer.	TX0003893509
5	Macintosh Reader.	TX0003893511
6	Macromedia ColdFusion MX 7	TX0006201577
7	Macromedia Dreamweaver MX 2004	TX0005852659
8	Macromedia Fireworks MX 2004	TX0005839595
9	Macromedia Flash Lite 2.0	TX0006288632
10	Macromedia Flash Media Server 2	TX0006335779
11	Macromedia Flash MX 2004 Pro	TX0005852657
12	Macromedia RoboHelp HTML X5	TX0005944534
13	Macromedia RoboHelp X5	TX0005944535
14	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
15	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
16	PhotoDeluxe 2.0 (Mac)	TX0004771678
17	PhotoDeluxe 2.0 (Win)	TX0004617316
18	Photoshop CS2 (Win)	TX0006131279
19	Photoshop Elements 5.0	TX0006389641
20	Premiere 7.0	TX0005777909
21	Premiere Elements 3.0	TX0006389647
22	Premiere Pro 1.5	TX0005931988
23	Premiere Pro 2.0	TX0006275628
24	Production Studio 1.0	TX0006277349
25	Shockwave for Director 5.0.	TX0004700912
26	Windows PDF Writer.	TX0003893507

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EXHIBIT B
Trademark Registrations

Registration No.:	Title of Work:	Rights Owner:
3029061	ADOBE	Adobe Systems Incorporated
2920764	PHOTOSHOP	Adobe Systems Incorporated
3111341	CREATIVE SUITE	Adobe Systems Incorporated
2993457	CO-AUTHOR	Adobe Systems Incorporated
3032288	A	Adobe Systems Incorporated
2983111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
3065143	ADOBE LIVECYCLE	Adobe Systems Incorporated
2725811	ADOBE STUDIO	Adobe Systems Incorporated
2725810	ADOBE STUDIO	Adobe Systems Incorporated
2722546	ADOBE STUDIO	Adobe Systems Incorporated
2557911	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
2081343	A	Adobe Systems Incorporated
2817626	ROUNDTRIP HTML	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
1988712	ADOBE	Adobe Systems Incorporated
1988711	A	Adobe Systems Incorporated
1988710	A	Adobe Systems Incorporated
1961762	AUTHORWARE	Adobe Systems Incorporated
1956216	ADOBE	Adobe Systems Incorporated
1901149	A ADOBE	Adobe Systems Incorporated
1850242	PHOTOSHOP	Adobe Systems Incorporated
1852943	A	Adobe Systems Incorporated
1651380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1475793	ADOBE	Adobe Systems Incorporated
1487549	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated

1	1482233	ADOBE SYSTEMS	Adobe Systems Incorporated
2		INCORPORATED	
3	1486895	ADOBE	Adobe Systems Incorporated
4	1479408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
5	1383131	POSTSCRIPT	Adobe Systems Incorporated
6	1463458	POSTSCRIPT	Adobe Systems Incorporated
7	2520435	MACROMEDIA FLASH	Adobe Systems Incorporated
8	2650911	MACROMEDIA FLASH	Adobe Systems Incorporated
9	2852245	FLASH	Adobe Systems Incorporated
10	2855434	FLASH	Adobe Systems Incorporated
11	2060488	ILLUSTRATOR	Adobe Systems Incorporated
12	2068523	ACROBAT	Adobe Systems Incorporated
13	1997398	ACROBAT CAPTURE	Adobe Systems Incorporated
14	1901566	SHOCKWAVE	Adobe Systems Incorporated
15	2294926	DREAMWEAVER	Adobe Systems Incorporated
16	2091087	PAGEMAKER	Adobe Systems Incorporated

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Ave., Suite 202, Glendale, California 91206.

On July 22, 2008, I served on the interested parties in this action with the following:

- **NOTICE AND MOTION FOR ENTRY OF DEFAULT JUDGMENT; DECLARATIONS AND EXHIBITS IN SUPPORT**
- **[PROPOSED] ORDER**
- **[PROPOSED] JUDGMENT PURSUANT TO ENTRY OF DEFAULT**

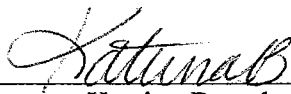
for the following civil action:

Adobe Systems Incorporated v. Beverly Johnson, et al.

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Beverly Johnson 7147 S. Woodlawn, Apt. 1-N Chicago, IL 60619	<i>Courtesy Copy to:</i> David Bloom Evans Loewenstein Shimanovsky Moscardini 130 S. Jefferson, Ste. 500 Chicago, IL 60661
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Place of Mailing: Glendale, California
Executed on July 22, 2008, at Glendale, California



Katrina Bartolome

1 J. Andrew Coombs (SBN 123881)
andy@coombspc.com
2 Nicole L. Drey (SBN 250235)
nicole@coombspc.com
3 J. Andrew Coombs, A P.C.
517 East Wilson Avenue, Suite 202
4 Glendale, California 91206
Telephone: (818) 500-3200
5 Facsimile: (818) 500-3201

6 Attorneys for Plaintiff
Adobe Systems Incorporated
7
8
9

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)

12 Adobe Systems Incorporated,

13 Plaintiff,

14 v.

15 Beverly Johnson, et al.,

16 Defendants.

) Case No. C08-0933 MMC
)
)

) [PROPOSED] ORDER
)
)

) Court: Hon. Maxine M. Chesney
)

) Date: October 3, 2008
)

) Time: 9:00 a.m.
)
)

17
18 WHEREAS Plaintiff Adobe Systems Incorporated ("Adobe" or "Plaintiff") filed its Notice
19 and Motion For Entry of Default Judgment ("Motion"), seeking entry of default judgment, including
20 a permanent injunction against Defendant Beverly Johnson ("Defendant");

21 WHEREAS Plaintiff, having served a copy of its Motion and Proposed Judgment on July 22,
22 2008;

23 WHEREAS Defendant did not oppose Plaintiff's Motion; and

24 The Court, having read and considered the pleadings, declarations and exhibits on file in this
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1 matter and having reviewed such evidence as was presented in support of Plaintiff's Motion, hereby
2 grants Plaintiff's Motion and orders entry of the Judgment Pursuant to Entry of Default.
3

4 IT IS SO ORDERED:

5
6 DATED:

Hon. Maxine M. Chesney
Judge, United States District Court for the
Northern District of California

8 PRESENTED BY:

9 J. Andrew Coombs,
10 A Professional Corporation

11 By: Nicole L. Drey
12 J. Andrew Coombs
13 Nicole L. Drey
Attorneys for Plaintiff Adobe Systems
Incorporated

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Ave., Suite 202, Glendale, California 91206.

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Beverly Johnson 7147 S. Woodlawn, Apt. 1-N Chicago, IL 60619	<i>Courtesy Copy to:</i> David Bloom Evans Loewenstein Shimanovsky Moscardini 130 S. Jefferson, Ste. 500 Chicago, IL 60661
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Executed on July 22, 2008, at Glendale, California



Katrina Bartolome